

Proposal to the

City of Chicago

Department of Streets & Sanitation and Department of Revenue

To provide

Auto Pound Management, Boot Release and Tow, and Related Towing Services

Submitted by



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Proposal Due Date: April 24, 2009
Specification Number: 71969

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I. COVER LETTER AND EXECUTIVE SUMMARY

A. COVER LETTER

TEGSCO, LLC, commonly known as "AutoReturn", is pleased to present this proposal (the "Proposal") to the City of Chicago (the "City") to enter into a contract (the "Contract") in response to the Specification Number 71969 Request for Proposals to Provide Auto Pound Management, Boot Release and Tow, and Related Towing Services (the "RFP").

a. AUTORETURN COMPANY BACKGROUND

AutoReturn, a full-service towing management company, uniquely qualified to perform the services described in the RFP, has been in existence since May 9, 2002. The Company brings operational expertise, industry leading technology solutions and professional towing management to our municipal partners. AutoReturn has both the technical capabilities required to create the efficiencies the City requires as well as extensive operational experience managing large scale municipal towing operations to meet and exceed the service levels required by the City of Chicago.

Our proposal clearly demonstrates that AutoReturn meets or exceeds the RFP requirements in every area. We offer experience and distinct advantages to the City that our competitors cannot match. These include experience in:

- Performing the towing management services for San Francisco, a municipality of similar scope,
- Working with a disparate set of towing subcontractors to create a seamless towing network functioning at the high service levels required by the City, and
- Minimizing police department effort required to oversee the towing operation while measurably increasing departmental oversight and control.

b. KEY PERSONNEL

In addition to the world-class technologies and processes AutoReturn has to offer, the Company brings a management team with unmatched technical and operational expertise to the City of Chicago.

Brief background summaries of each of the key members of the AutoReturn management team that will be vital to the operational transition in Chicago are provided below. Resumes for these team members can be found in **Appendix E: Key Personnel Resumes**. In addition to the key personnel listed below, upon Contract award, AutoReturn will hire and develop a highly skilled team of local managers to run the daily operations.

John Wicker – CEO and Co-founder



Mr. Wicker has over 20 years of business management experience. Mr. Wicker heads AutoReturn, the leading municipal towing management and logistics company. Prior to AutoReturn, Mr. Wicker was a Vice President at Redleaf Ventures, an early stage technology venture capital firm. Prior to Redleaf, Mr. Wicker led market expansion efforts for Viant, a public technology services company acquired by IBM. Mr. Wicker led the Internet consulting division at Informix Software after starting his career at Price Waterhouse assisting Fortune 500 clients improve processes and systems. Mr. Wicker has a BS in Computer Science from Virginia Tech.

John Pendleton – CTO and Co-founder



Mr. Pendleton is responsible for the technology infrastructure required to support AutoReturn's operations, including interfaces between municipal systems and AutoReturn systems. Mr. Pendleton has over 20 years of experience in information technology and management consulting. Prior to AutoReturn Mr. Pendleton was Regional Director of Customer Management Solutions for Cambridge Technology Partners (CTP), Inc. During his tenure at CTP, the company played a market-defining role in the rapidly expanding market of Customer Relationship Management systems. Mr. Pendleton managed a staff that was responsible for building customer-facing systems for companies in the high-tech, software, telecommunications, and financial services industries. Prior to CTP, Mr. Pendleton began his career at

American Management Systems developing and deploying local and state government financial and accounting computer applications. Mr. Pendleton holds an MBA from the University of California at Berkeley and a BS in Systems Engineering from the University of Virginia.

Ray Krouse – CFO and Co-founder



Mr. Krouse is responsible for the accurate management of AutoReturn's financial systems, including fee tracking, subcontractor payments, and billings. He oversees the administrative aspects of contracts, including contract service level agreement compliance and many other administrative functions. Prior to AutoReturn, Mr. Krouse was the Senior Director of Infrastructure and Analysis with NBC Internet. Prior to NBC Internet, Mr. Krouse was the Chief Financial Officer of San Francisco based Flyswat, Inc. where he was responsible for finance, accounting, and business planning. While at Flyswat, Mr. Krouse led the effort to raise \$4.4 million in equity financing and \$4 million in non-equity financing and later orchestrated Flyswat's sale for \$120 million to NBC Internet. Previously, Mr. Krouse

spent four years with Coopers and Lybrand as a senior associate in their audit division. Mr. Krouse is a CPA, holds an MBA from the University of Chicago, and received his BS in Accounting from the University of Maryland.

Donovan Fullard – VP and General Manager



Mr. Fullard has 19 years of vehicle storage and disposal experience and currently oversees AutoReturn's operation in San Francisco. In addition to his management responsibilities, Mr. Fullard is the primary liaison between AutoReturn, the San Francisco Police Department and the Department of Traffic. Previously, Mr. Fullard was responsible for AutoReturn's storage and disposal operations. Prior to AutoReturn, Mr. Fullard was the general manager for the largest storage and auction facility for Copart, the leader in insurance salvage auto auctions. Mr. Fullard brings his lot and vehicle management expertise and strong managerial skills to ensure all vehicles are efficiently and safely tracked, maintained, and disposed of properly.

Dan Scanlan – VP of Dispatch, Towing and Quality Assurance



Mr. Scanlan oversees all dispatch, towing and quality assurance operations. Mr. Scanlan was an employee of the California State Automobile Association ("CSAA") for over 20 years. CSAA is the top-rated regional club within the Automotive Association of America's ("AAA") national federation. Mr. Scanlan managed emergency roadside operations for San Francisco and Marin Counties for CSAA from 1998 until his move to TEGSCO in 2003. His responsibilities included dispatch management, subcontractor selection and management, and assorted general management responsibilities. Mr. Scanlan has leveraged his industry experience from CSAA to implement a highly efficient towing subcontractor network for AutoReturn. At the very beginning of his career, Mr. Scanlan served as a mechanic at several different automotive repair facilities and dealerships. Mr. Scanlan earned his BS in Automotive Technologies from Oregon Institute of Technology, during which time he worked as a tow truck operator to fund his way through school.

Sarah Figueroa – Human Resources Manager



Ms. Figueroa is responsible for all aspects of AutoReturn's human resources. Ms. Figueroa has over nine years of human resources experience. She holds a MBA in Human Resources Management from Golden Gate University and a BS in Business Management. Prior to AutoReturn, Ms. Figueroa worked for The Fanfare Group in Mountain View, CA managing recruiting, benefits, new hires and coordination of European expansion. Ms. Figueroa is a professional with experience working in fast-paced environments that demand strong organizational, technical and interpersonal skills. Ms. Figueroa is fluent in English and Spanish, spoken and written.

c. LEGAL NAME AND HEADQUARTERS

TEGSCO, LLC (commonly known as AutoReturn)
945 Bryant Street, Suite 350
San Francisco, California 94103
415.575.2340

d. AUTHORITY TO DO BUSINESS IN ILLINOIS

AutoReturn is a limited liability corporation, organized in the state of California, with the authority to do business in Illinois. Please see **Appendix S: Business Licenses** for copies of all applicable licenses and certifications.

e. AUTORETURN PRINCIPALS

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g. MBE/WBE COMMITMENT

AutoReturn is committed to meeting the MBE and WBE goals for this contract. If awarded the Contract, AutoReturn will direct at least 25% of the contract value to MBE subcontractors and 5% to WBE subcontractors.

AutoReturn has a proven track record of meeting MWBE goals, exceeding the MWBE goals for its San Francisco contract by 47%. AutoReturn directed \$3,394,483 to certified MWBE subcontractors in 2008 alone.

For more information, please refer to **Appendix R: MBE/WBE Supporting Documents**.

h. ANY OBJECTION TO TERMS

AutoReturn has no objections or comments in response to the City's Standard Terms and Conditions containing some of the terms that the City requires as stipulated in Exhibit 8 of this RFP.

i. ACKNOWLEDGE RECEIPT OF ADDENDA

The Company acknowledges receipt of the following addenda issued by the City:

- Addendum 1: April 3, 2009

B. EXECUTIVE SUMMARY

AutoReturn utilizes world-class technology solutions to revolutionize the municipal towing process from dispatch through final disposition of each vehicle. The Company presents a natural next step for the City of Chicago, which continues to earn accolades for choosing innovative high tech systems to markedly improve legacy services in areas such as police surveillance, parking ticket systems and high-rise building safety. AutoReturn's efficiencies combined with our philosophy of being a good municipal partner result in significant hard and soft dollar cost savings for the City. Please see **Section I.B.f: The Most Revenue for Chicago** and **Section I.B.g: More Police on the Streets** for additional details.

<i>\$1.6M estimated additional annual revenue to the City via AutoReturn's innovative Revenue Share Model.</i>

a. PROVEN TOWING MANAGEMENT AND LOGISTICS EXPERIENCE

AutoReturn is a towing management and logistics company with direct relevant experience performing the services that Chicago is requesting in the RFP.

AutoReturn does not have other core businesses that could result in clear conflicts of interest in the execution of the Contract.

With AutoReturn, the City will gain a partner it can trust, with distinct advantages to the City in areas our competitors cannot match. AutoReturn has direct experience in the following critical areas:

- Performing towing management and logistics services for another municipality of similar size and scope
- Providing local tow operators the opportunity to perform all the tows required under the Contract
- Managing a disparate set of towing subcontractors to form a seamless towing network capable of performing the number of tows requested by the City
- Providing local tow operators with the tools (e.g., GPS enabled handsets with dispatch functionality, training, feedback) to perform at high service levels allowing AutoReturn and the City to monitor results
- Providing vehicle owners and the City easy access to pertinent information via the AutoReturn Integrated Enterprise System ("ARIES"), a proven comprehensive system fully operational on a scale similar to that of Chicago
- Processing unclaimed vehicles on a large scale in a manner that is: 1) environmentally friendly, and 2) without conflicts of interest
- Decreasing City workload in many areas, including measurably decreasing tow response and CPD wait times, and reducing city administrative burden while increasing oversight and control
- Continuously evaluating our service metrics, implementing enhancements to improve service, and conducting structured quality review meetings with municipalities

This proposal will provide insight into AutoReturn's robust capabilities and how it is the right solution for Chicago.

b. UNMATCHED EXPERIENCE IMPROVING SERVICE LEVELS

AutoReturn has experience improving service levels for all three of the main stakeholders in the towing process: vehicle owners, towing subcontractors, and the City.

1. *A Better Customer Service Experience for Chicago Residents and Visitors*

Nobody enjoys having a vehicle towed. It should not be a hassle to get it back. AutoReturn has proven its ability to make the process as painless as possible, providing vehicle owners with immediate access to information such as vehicle status, fees owed and other requirements necessary to obtain vehicle release. Vehicle owners can get information and process vehicle release:

- In person at any AutoReturn impound facility,
- Via phone, or
- Via the Internet.

AutoReturn's services are available 24 hours a day, 365 days a year. AutoReturn brings its professional claims management approach along with a proven ability to nearly eliminate complaints to the City. Customer Service is supported by world class systems, a customized Cisco IP based call center, proven processes and training. AutoReturn brings this entire proven infrastructure so the City will not have to climb the learning curve with a vendor less experienced in towing management.

2. **Improved Service from Local Chicago-Based Towing Operators**

AutoReturn has proven experience managing a disparate set of towing subcontractors, tracking results and providing active management. AutoReturn has a proven ability to measurably reduce tow truck response times. By deploying technology to the towing subcontractors, tracking results and providing feedback, AutoReturn will help existing local towing providers increase service levels to the City and to their other business customers.

3. **Benefit to the City – Less Effort – More Oversight and Control**

AutoReturn's experience driving customer service and towing subcontractor service translates directly to service for the City. With AutoReturn, the City's involvement is significantly reduced while much needed oversight and control of this important City function is increased.

c. **COMMUNITY INVOLVEMENT**

AutoReturn is dedicated to supporting the local communities in which we operate. In addition to promoting local economic development through the use of existing small business subcontractors and creating a number of locally-based full and part-time job opportunities, AutoReturn strives to become involved in and supportive of the local community in a number of other ways. The Company follows a generous charitable giving program focused on promoting education, supporting the endeavors of local public servants and their families, as well as a handful of other causes.

In Chicago, AutoReturn plans to support education and youth development through the non-profit group *After School Matters*. Additionally, the Company intends to support the officers of the Chicago Police Department by assisting the *Chicago Police Memorial Foundation* in providing support and assistance to the families of Chicago Police officers who have been killed or catastrophically injured in the line of duty and the *Policeman's Annuity and Benefit Fund of Chicago* in their mission to provide retirement, survivors and disability benefits to the City of Chicago Police officers.

AutoReturn looks forward to becoming a productive and positive member of the Chicago community.

d. **WORK WITH LOCAL TOW OPERATORS**

AutoReturn is unique in that it has experience creating and managing a towing network of independent tow operators to deliver a consistent towing experience. We will use local Chicago-based towing companies as the core of the AutoReturn Towing Network. As described in the Proposal, these tow operators will be provided with the proven tools, technology and training to become effective and productive members of the AutoReturn Towing Network - performing all of the tows required under the Contract.

*AutoReturn does not own a single tow truck and therefore will not compete with local tow operators.
Local Chicago-based tow operators support a change from the status quo to AutoReturn.*

AutoReturn does not own a single tow truck. A towing management company that did have tow trucks would be tempted to take more tows or just "cherry pick" the best tows (e.g., the closest, the most lucrative) for itself raising doubts about distributing tows fairly.

AutoReturn has a proven track record of managing a disparate set of tow subcontractors, while meeting MWBE goals. AutoReturn exceeds the MWBE goals for its San Francisco contract by 47%, directing \$3,394,483 to certified MWBE subcontractors in 2008 alone.

e. **PROVEN ABILITY TO TAKE OVER LARGE SCALE OPERATIONS**

AutoReturn has a proven ability to take over large scale municipal towing operations and successfully transition the city service from the previous contractor.

In March of 2004 AutoReturn assumed overall responsibility for the towing, storage, customer service and unclaimed vehicle disposal of approximately 70,000 annual tows under exclusive contract with the City and County of San Francisco.

Before 2004, San Francisco's towing operation was plagued by the problems typical of the industry:

- Lack of responsiveness to city needs
- High numbers of customer complaints to the city
- Large numbers of claims for damage or loss of personal property (resolved only with legal action by individual claimants)
- No service standards by which to hold the contractor accountable
- Too much involvement by city staff required to manage the process
- Allegations of the dismantler-owned contractor defrauding the city, state, and customers of money as a result of the contractor's business practices

"We have experienced a transformation in San Francisco that has fundamentally changed the way we think about towing."

Willie Brown, Former Mayor of San Francisco, about AutoReturn's positive impact

"AutoReturn improved this troubled City service into one that is efficiently operated and professionally managed."

Steve Bell, Parking Services Manager

After winning a competitive RFP process against the previous contractor and other bidders, AutoReturn began to change the status quo immediately. AutoReturn immediately reduced customer complaints from 10-to-20 per month to an average of less than one per month.

AutoReturn measurably improved towing response times through the creation and implementation of proprietary dispatch technology and better management practices. Additionally, the Company implemented an extensive reporting program to hold AutoReturn and towing subcontractors accountable for delivering against our performance promise. What had been a very public failure for San Francisco was transformed into a source of pride and confidence for the City.

f. THE MOST REVENUE FOR CHICAGO

Through experience, AutoReturn knows how to run a municipal towing operation in the most efficient way possible. AutoReturn's significant infrastructure investment means AutoReturn does not have to "re-invent the wheel" for this Contract. This efficiency means lower costs and more money for the City. The major variables other than costs affecting the successful bidder's finances are the following:

- Towing volume
- Towing rates
- The price received for selling unclaimed vehicles

These variables are somewhat out of the control of the contractor. When these numbers go up, the towing contractor benefits most – not the City. As a good municipal partner, AutoReturn believes that sharing economic upside is the right thing to do. As such, AutoReturn proposes a revenue share model to maximize money to the City.

The AutoReturn Revenue Share Model

AutoReturn will work with the City during Contract negotiations to implement a simple, easy-to-administer revenue share model that is based on four steps:

- Step one: AutoReturn earns operating profit ("Proceeds") equal to 7.5% of revenues
- Step two: The City receives 50% of all Proceeds until AutoReturn has earned cumulative operating profits equal to 15% of revenues
- Step three: The City receives 67% of all additional Proceeds until AutoReturn has earned cumulative operating profits equal to 25% of revenue
- Step four: The City receives 100% of all additional Proceeds

\$1.6 million

Estimated Additional Revenue to the City Through AutoReturn's Innovative Revenue Share Model : \$1.6 million Annually – The Company will be receiving payments for towing and administrative charges ("Payments") from the City. The revenue share model has been created to provide a significant return of Payments in scenarios where the results meet the expectations from the RFP and return even greater amounts if the City's estimated activities are exceeded. The return of Payment amounts of \$1.6 million is a scenario based on the tow volume estimate provided in the RFP of approximately 93,000 per year and an average revenue per tow estimate of approximately \$200 per vehicle (amount is net of fees paid to the City for unclaimed vehicles). The Company believes the \$200 average revenue assumption is conservative based on the current disposal market and the towing and administrative rates proposed by the Company. The Company is flexible in determining how best to return these funds to the City, either through offsets to the payments for towing and administrative charges or some other preferred mechanism.

See **Appendix T: Fee Schedule** for further details on AutoReturn's proposed revenue share model. See **Section VI.A.e: Auto Pound Disposal Plan** for details on how AutoReturn will maximize proceeds from unclaimed vehicles which will lead to the maximum amount of Payments returned to the City.

As a final point regarding the financial impact on the City, implementing the Company's centralized towing and logistics management process will provide all the intended benefits and does not require

any investment on the part of the City. In fact, the opposite is true. The deployment of AutoReturn's proven towing management infrastructure will enable cost savings for the City by allowing Chicago police officers and civilian staff members currently deployed to towing related activities to be re-deployed to higher value activities.

g. MORE POLICE ON THE STREETS

With the help of our innovative technology platform, AutoReturn has a proven ability to reduce tow truck response times ten minutes or more for dispatched tows. Decreased tow response times means Chicago Police Department ("CPD") staff in the field will spend less time waiting for tow trucks to arrive, and more time patrolling the streets. Reducing response times by 10 minutes on average would be equivalent to adding eight full time police officers back on the street. This is a community and budgetary benefit that should be given strong consideration.

h. EXECUTIVE SUMMARY CONCLUSION

Our proposal clearly demonstrates that AutoReturn meets or exceeds the RFP requirements in every area. We offer distinct and unique advantages to the City that our competitors cannot match:

- Our technology and management infrastructure, and our *experience performing the exact services that the City is requesting in the RFP*, makes our technical proposal impossible to match. The time savings the CPD will realize means more police on the street. The service improvements mean virtual elimination of complaints to the City and better quality of life for Chicago residents and visitors.
- Our revenue share proposal maximizes revenue to the City. Whenever economic factors improve it is the City, not AutoReturn that receives the vast majority of the additional proceeds from operations.

AutoReturn will contribute to Chicago economic development. AutoReturn will support approximately 70 full time jobs offering professional training, incentives and competitive compensation programs that meet or exceed the living wage guidelines.

AutoReturn is the leading towing management and logistics company that can provide Chicago with an experienced partner it can trust. We look forward to forging a strong and mutually rewarding partnership with the City of Chicago.

II. PROFESSIONAL QUALIFICATIONS, SPECIALIZED EXPERIENCE OF RESPONDENT AND TEAM MEMBERS COMMITTED TO THIS PROJECT

i. THE AUTORETURN TEAM

AutoReturn is the respondent and will be using subcontractors to perform duties from towing of vehicles to lot security. AutoReturn defines a subcontractor that performs a “significant portion of the work” as one which performs more than 20% of the total contract value and is not providing a commodity service. As such, only one subcontractor meets this qualification, Pick-N-Pull Auto Dismantlers Chicago, LLC (“Pick-N-Pull”). Pick-N-Pull has more than 10 years of experience in the greater Chicago area and is AutoReturn’s vehicle recycler designee. AutoReturn or Pick-N-Pull will purchase unclaimed vehicles from the City subject to the amounts documented within **Appendix T: Fee Schedule**.

Proposal Section II, Appendix B: Company Profile, Appendix C: Company References, Appendix S: Business Licenses and Appendix A: The AutoReturn Team contain additional information regarding our subcontractor Pick-N-Pull. **Proposal Section VI.A.b.4: AutoReturn Towing Network, Appendix A: The AutoReturn Team and Appendix R: MBE/WBE Supporting Documents** contain more information on the remainder of the AutoReturn subcontractors.

ii. MERGER HISTORY

AutoReturn has been in existence since 2002 and has had no mergers or acquisitions to date. Pick-N-Pull has been in existence since 1997 and has had no mergers or acquisitions to date.

A. COMPANY PROFILE

Please see **Appendix B: Company Profile** for completed company profiles for AutoReturn and Pick-N-Pull, as requested in RFP Exhibit 3.

B. COMPANY REFERENCES / CLIENT PROFILE

Please see **Appendix C: Company References** for company references/client profiles for both AutoReturn and Pick-N-Pull, as requested in RFP Exhibit 4.

C. CAPACITY TO PERFORM CITY PROJECT

a. AUTORETURN CAPACITY TO PERFORM CITY PROJECT

AutoReturn has planned and built a corporate infrastructure that enables it to simultaneously (1) maintain operations in existing municipalities; (2) propose our services to new municipalities; (3) negotiate contracts upon award; and (4) implement our services during transitions periods. The Company performs on-going operations through its operational functional groups that are, and will continue to be, focused on specific municipalities with transitional and on-going support from the corporate headquarters. The resources available from our Business Development team allow the

Company to complete proposals and effectively respond to opportunities, like this RFP, without impacting our existing municipal operations.

Upon award of the Contract, the Company will immediately identify and hire a General Manager from the Chicago area who will support the Company's Director of Business Development, CFO and CEO during contract negotiations and the transition period and will later become the primary manager of AutoReturn's Chicago operations.

During the transition period, the General Manager will drive the implementation of the new operations, but will be supported by the AutoReturn transition team, as detailed in Proposal **Section III**. The Company has developed tools, processes and procedures to ease the operational transition from the existing contractor. Please see **Appendix F: Roll-Out Plan** for a more detailed discussion of these tools, processes, and procedures.

The Company has existing operations in San Francisco that are self-sustaining and will not have any impact on the Company's ability to complete future projects.

The Company is currently in the final stages of contract negotiations with Baltimore County, Maryland and expects the implementation timeline to be approximately 8 weeks from the contract start date. The Baltimore County project should not have any impact on this Contract.

AutoReturn has also been awarded a contract with San Diego, California that is in the early stages of negotiations. It is unclear what the timing of this project will be, but as described above, the Company has developed an infrastructure to enable scalable activities through all necessary project functions simultaneously across multiple municipal operations.

The Company performed an oral presentation as a finalist for a project for the New York City Police Department on April 1st, and based on a quick timeline, this project, if we are selected, would result in operations beginning and being completely transitioned to a New York-based operations team no later than July, 2009.

The Company estimates that approximately 35% of the services under this Contract will be performed utilizing internal workforce, equipment and facilities, leaving 65% of the work to be subcontracted, primarily to towing subcontractors and third party security forces. The Company plans to have a total of 30% of the Contract services performed by MBE/WBE organizations (25% to MBE and 5% to WBE).

b. SUBCONTRACTOR CAPACITY TO PERFORM CITY PROJECT

Pick-N-Pull has no current or future projects planned at this time that could interfere with performing its subcontracting responsibilities under the Contract on behalf of AutoReturn.

D. BUSINESS LICENSE / AUTHORITY TO DO BUSINESS IN ILLINOIS

The Company has provided copies of the relevant licenses to perform the services as described in the RFP within **Appendix S: Business Licenses**. This appendix provides copies of all relevant documentation and permits to perform the services as described in the RFP, including evidence that the companies are authorized by the Secretary of the State of Illinois to do business in Illinois and the licenses required under Chapter 5 of the Illinois Vehicle Code. AutoReturn or AutoReturn's vehicle recycler designee (Pick-N-Pull Auto Dismantlers Chicago, LLC) will purchase unclaimed vehicles from the City subject to the amounts documented within **Appendix T: Fee Schedule**.

III. PROFESSIONAL QUALIFICATIONS, SPECIALIZED EXPERIENCE AND LOCAL AVAILABILITY OF KEY PERSONNEL

In addition to the world-class technologies and processes AutoReturn has to offer, the Company brings a transition team with unmatched technical and operational expertise to the City of Chicago.

During the transition period, several members of the AutoReturn management team will be exclusively dedicated to the transition of the Chicago operations and building the local team. Any members of this team who are not currently based in Chicago have planned to commute each work week, at a minimum, as needed until the operations have been fully and successfully transitioned to the local management team and on an as-needed basis for the term of the Contract.

The AutoReturn Chicago operations will be supported through the transition period and beyond by the entire AutoReturn team. The Chicago operations will have all of the resources of the Company at its disposal.

AutoReturn's organizational structure, staffing plans, training plans and job descriptions are discussed and fully presented in this **Appendix D: Organizational Plan**. AutoReturn's organization plans demonstrate that AutoReturn understands the staffing requirements of the Contract – at every level of the organization – and that the Company is committed to maintaining staffing levels with an appropriate personnel to run an efficient, responsive and customer-focused organization at all times.

AutoReturn Chicago Management Team

AutoReturn's Chicago operations will be professionally managed by capable individuals sourced from the Chicago community. Upon Contract award, and during a transition period prior to assuming towing management responsibilities, the Company will recruit, hire, and provide training for eleven (11) full-time management team roles from the Chicago community.

General Manager

The General Manager applies the basic principles of personnel, operations, and facilities management along with municipal towing knowledge to all aspects of the day-to-day operations. The General Manager is ultimately responsible for overall performance of the Chicago operations. This individual is overseen and supported by the AutoReturn executive management based in San Francisco. In turn, all members of the Chicago-based management team report into the General Manager. As the primary point of contact for the City, the General Manager ensures that all communications with City personnel are well-managed.

Quality Assurance Manager (Claims Manager)

The Quality Assurance Manager has overall responsibility for the prompt, cost effective and efficient examination, investigation and resolution of all claims. This individual must exercise independent decision-making skills and judgment. The Quality Assurance Manager is responsible for all aspects of the claims management operations including the supervision of the Quality Assurance Administrator. As the ultimate point of contact for the administration of claims, the Quality Assurance Manager ensures that all litigation cases are handled effectively and cost efficiently until legal settlements have been reached or judgment has been awarded. The position reports into the General Manager.

Customer Service and Dispatch Operations Manager

The Customer Service and Dispatch (“CSD”) Manager provides leadership and direction to the CSD Representatives, Shift Supervisors, and Boot Removal Handlers. This team will collectively support a high volume of walk-in customers, phone calls, and other requests for services on a daily basis. The CSD Operations Manager is responsible for the overall quality and productivity of the organization, including achievement of all assigned service level metrics. As such, this role has responsibility for defining all CDS policies and procedures and ensuring compliance once these policies and procedures have been defined. The CSD Operations Manager will be the ultimate escalation point for all customer service issues that cannot be resolved to the customer’s satisfaction by other members of the service team. The position reports into the General Manager.

Towing and Storage Operations Manager

The Towing and Storage Operations Manager is responsible for the weekly vehicle auctions, shipping, receiving, and inventory management operations. This includes all aspects of the lot operations excluding the customer service and dispatch operations overseen by the Customer Service and Dispatch Operations Manager. As the primary owner of the towing, storage, and disposal operations, the Towing and Storage Operations Manager has the ultimate accountability for the safe and efficient handling of all vehicles towed and impounded by AutoReturn. The position reports into the General Manager.

Towing and Storage Operations Assistant Manager

The Towing and Storage Operations Assistant Manager is responsible with assisting and helping run the weekly vehicle auctions, shipping, receiving, and inventory management. The Towing and Storage Operations Assistant Manager acts as the preliminary back-up to the Towing and Storage Operations Manager and provides the active supervision and training of all of the lot management personnel. This position reports into the Towing and Storage Operations Manager.

Auto Pound / Lot Manager

AutoReturn will utilize six (6) employees as Auto Pound / Lot Managers. The Auto Pound / Lot Manager is responsible for storage and retrieval of vehicles at the storage lots and is responsible for the day-to-day, 24 x7 operations of the facilities. The Auto Pound / Lot Manager is the lead in ensuring that the AutoReturn storage site personnel handle vehicle retrieval and disposition of unclaimed vehicles in an appropriate manner. The Auto Pound / Lot Manager is responsible for managing the Pound staff and ensuring that policies and procedures are being followed and employee performance is as expected by AutoReturn standards. This position reports into the Towing and Storage Operations Assistant Manager.

AutoReturn Chicago Operational Team

In addition to management positions, AutoReturn plans to hire new employees to fill jobs in the following areas. Please see **Appendix D: Organizational Plan**, which includes detailed discussion on organizational structure, staffing plan, recruiting process, hiring process and job profiles.

Projected Management and Staff Positions

Functional Area	Location	Title	Quantity
Administrative	Lot 6	Accounting Analyst	3
Administrative	Lot 6	Administrative Assistant / Data Entry	3
Administrative	Lots 6 & 3N	General Manager	1
Administrative	Lot 6	Human Resources	1
Administrative	Lot 6	Systems Network and Operations Analyst	1
Administrative	Lot 6	Quality Assurance Manager / Administrator (Claims Manager & Claims Administrator)	2
Customer Service & Dispatch	Lots 2 & 3S	Customer Service and Dispatch Operations Manager	1
Customer Service & Dispatch	Lot 6	Customer Service - Phone Staff	6
Customer Service & Dispatch	Lots 6 & 2	Customer Service Representatives	6
Customer Service & Dispatch	Lots 6 & 2	Shift Supervisor	6
Customer Service & Dispatch	Lot 6	Boot / Tow Lock Handler	2
Storage	Lots 2 & 3S	Towing and Storage Operations Manager	1
Storage	Lots 6 & 3N	Towing and Storage Operations Assistant Manager	1
Storage	Lots	Auto Pound / Lot Manager	6
Storage	Lots	Gate / Lot Attendants	10
Storage	Lots	Front-End Loaders (Forklift Operators)	14
Storage	Lots	Inventory Control Personnel (Vehicle Cleaners / Data Entry)	6
Total Recruiting Needs			70
Total AutoReturn Headcount			70

Note: These needs have been determined by creating staffing schedules to run a 24/7 operation.

AutoReturn Transition Team

The AutoReturn transition team will consist of the staff who led AutoReturn's successful transition in San Francisco. These experienced team members will be dedicated full time to the transition in Chicago to ensure success. After the transition is complete and day-to-day management has been handed over to the permanent local team, the transition team will continue to support the Chicago operations.

The full-time transition team will include the following experienced staff in the following roles:

Donovan Fullard – VP and General Manager



Mr. Fullard has 17 years of vehicle storage and disposal experience and currently oversees AutoReturn's operation in San Francisco. In addition to his management responsibilities, Mr. Fullard is the primary liaison between AutoReturn, the San Francisco Police Department and the Department of Traffic. Previously, Mr. Fullard was responsible for AutoReturn's storage and disposal operations. Prior to AutoReturn, Mr. Fullard was the general manager for the largest storage and auction facility for Copart, the leader in insurance salvage auto auctions. Mr. Fullard brings his lot and vehicle management expertise and strong managerial skills to ensure all vehicles are efficiently and safely tracked, maintained, and disposed of properly.

Transition Role

During the transition period, Mr. Fullard will act as General Manager for the Chicago operations and will spend each work week in Chicago as needed or until all operations have been successfully transitioned to the local Chicago General Manager. After the transition period, Mr. Fullard will remain available to assist the Chicago General Manager whenever necessary.

Ray Krouse – CFO, Co-founder

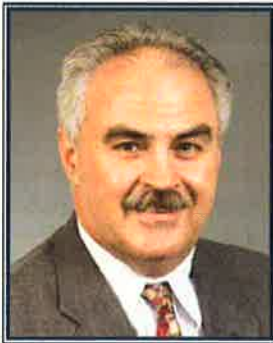


Mr. Krouse is responsible for the accurate management of AutoReturn's financial systems, including fee tracking, subcontractor payments, and billings. He oversees the administrative aspects of contracts, including contract service level agreement compliance and many other administrative functions. Prior to AutoReturn, Mr. Krouse was the Senior Director of Infrastructure and Analysis with NBC Internet. Prior to NBC Internet, Mr. Krouse was the Chief Financial Officer of San Francisco based Flyswat, Inc. where he was responsible for finance, accounting, and business planning. While at Flyswat, Mr. Krouse led the effort to raise \$4.4 million in equity financing and \$4 million in non-equity financing and later orchestrated Flyswat's sale for \$120 million to NBC Internet. Previously, Mr. Krouse spent four years with Coopers and Lybrand as a senior associate in their audit division. Mr. Krouse is a CPA, holds an MBA from the University of Chicago, and received his BS in Accounting from the University of Maryland.

Transition Role

During the transition period, Mr. Krouse will be based out of Baltimore, Maryland, but will be a key resource during the transition. Mr. Krouse will assist Donovan to manage the Chicago operations and will commute to Chicago as needed. Ray's finance team will be responsible for implementing all aspects of the Company's financial systems, procedures and controls.

Dan Scanlan – VP Dispatch, Towing and Quality Assurance



Mr. Scanlan oversees all dispatch, towing and quality assurance operations. Mr. Scanlan was an employee of the California State Automobile Association ("CSAA") for over 20 years. CSAA is the top-rated regional club within the Automotive Association of America's ("AAA") national federation. Mr. Scanlan managed emergency roadside operations for San Francisco and Marin Counties for CSAA from 1998 until his move to TEGSCO in 2003. His responsibilities included dispatch management, subcontractor selection and management, and assorted general management responsibilities. Mr. Scanlan has leveraged his industry experience from CSAA to implement a highly efficient towing subcontractor network for AutoReturn. At the very beginning of his career, Mr. Scanlan served as a mechanic at several different automotive repair facilities and dealerships. Mr. Scanlan earned his BS in Automotive Technologies from Oregon Institute of Technology, during which time he worked as a tow truck operator to fund his way through school.

Transition Role

Mr. Scanlan will play a key role in training the Chicago-based QA/Claims management team and will also lead the effort to get our towing subcontractors successfully trained and transitioned. Mr. Scanlan is based out of our San Francisco office, but will be commuting as needed during the transition period.

John Pendleton – CTO, Co-founder



Mr. Pendleton is responsible for the technology infrastructure required to support AutoReturn's operations, including interfaces between municipal systems and AutoReturn systems. Mr. Pendleton has over 20 years of experience in information technology and management consulting. Prior to AutoReturn Mr. Pendleton was Regional Director of Customer Management Solutions for Cambridge Technology Partners (CTP), Inc. During his tenure at CTP, the company played a market-defining role in the rapidly expanding market of Customer Relationship Management systems. Mr. Pendleton managed a staff that was responsible for building customer-facing systems for companies in the high-tech, software, telecommunications, and financial services industries. Prior to CTP, Mr. Pendleton began his career at American Management Systems developing and deploying local and state government financial and accounting computer applications. Mr. Pendleton holds an MBA from the University of California at Berkeley and a BS in Systems Engineering from the University of Virginia.

Transition Role

Mr. Pendleton will be responsible for launching the local technology infrastructure and training the Chicago-based System and Network Administrators. Mr. Pendleton and his IT team are based in San Francisco, and will commute to Chicago as needed during the transition period.

Sarah Figueroa – Human Resources Manager



Ms. Figueroa is responsible for all aspects of AutoReturn's human resources. Ms. Figueroa has over nine years of human resources experience. She holds a MBA in Human Resources Management from Golden Gate University and a BS in Business Management. Prior to AutoReturn, Ms. Figueroa worked for The Fanfare Group in Mountain View, CA managing recruiting, benefits, new hires and coordination of European expansion. Ms. Figueroa is a professional with experience working in fast-paced environments that demand strong organizational, technical and interpersonal skills. Ms. Figueroa is fluent in English and Spanish, spoken and written.

Transition Role

Ms. Figueroa will be responsible for hiring and training the Chicago-based HR Manager and will be assisting this new staff member to hire and train personnel to work at AutoReturn's Chicago locations. Ms. Figueroa is based out of our San Francisco office and will commute as needed during the transition period.

While this section has named individual team members, the Chicago team will be fully supported by the AutoReturn management team and will have additional support and resources to draw upon if needed during the transition and for the duration of the Contract with the City of Chicago.

Resumes for the team members listed above can be found in **Appendix E: Key Personnel Resumes**.

IV. FEE PROPOSAL

The Company has provided a detailed fee proposal for the required Services according to RFP EXHIBIT 2 and included this information within **Appendix T: Fee Schedule**. The Company understands that the City reserves the right to negotiate rates, terms and conditions with the organization selected to perform the services pursuant to the RFP.

V. MBE/WBE COMMITMENT

AutoReturn is committed to meeting the MBE and WBE goals for this contract. If awarded the Contract, AutoReturn will direct 25% of the contract value with MBE subcontractors and 5% with WBE subcontractors.

AutoReturn has a proven track record of meeting MWBE goals, exceeding the MWBE goals for its San Francisco contract by 47%. AutoReturn directed \$3,394,483 to certified San Francisco MWBE subcontractors in 2008 alone.

Please refer to **Appendix R: MBE/WBE Supporting Documents** for full documentation and details on how we plan to reach these goals.

VI. IMPLEMENTATION PLAN

A. PROJECT APPROACH AND SOLUTION OVERVIEW

I. Towing Program Overview

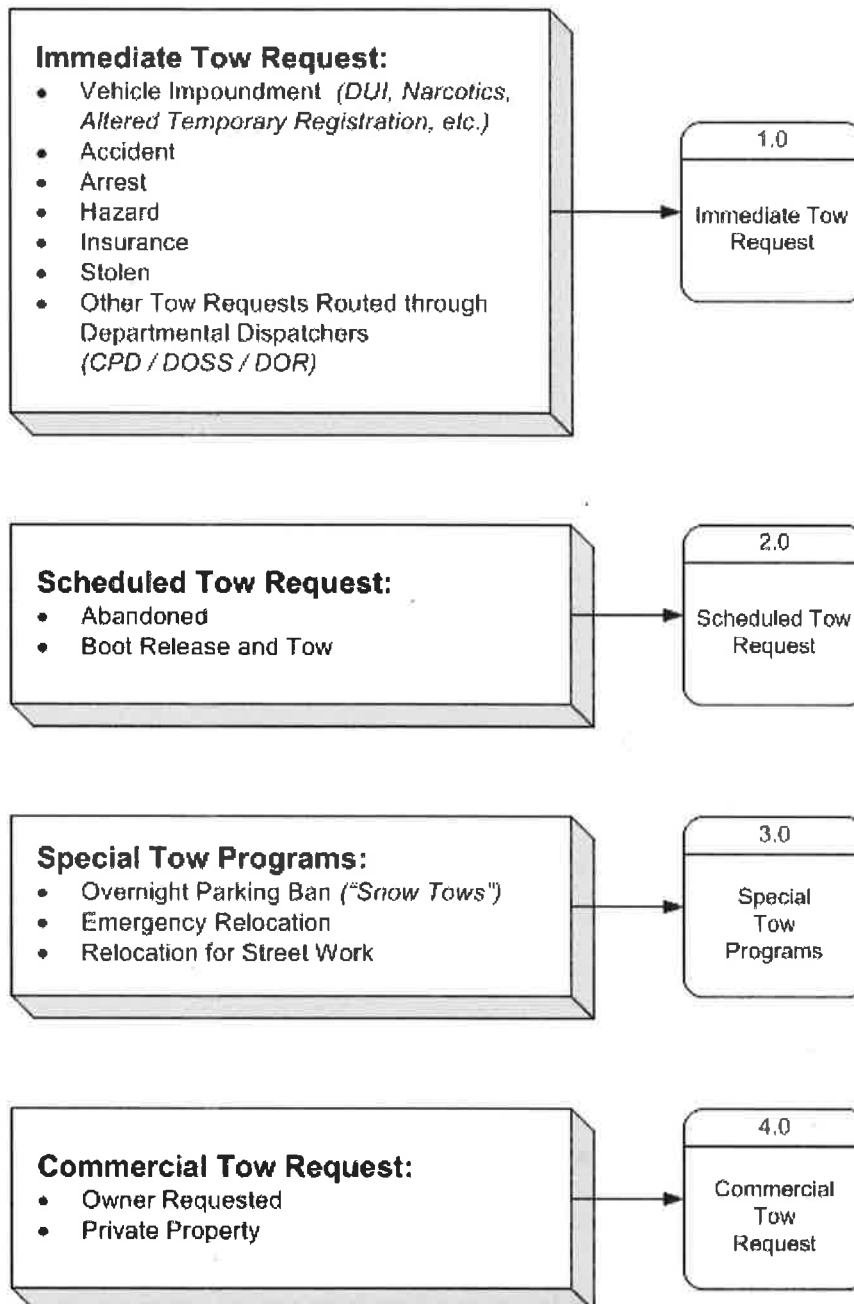
AutoReturn will tailor its proven towing management practices to provide the proper support for the various tow programs that exist in Chicago. If selected as the winning bidder and prior to launching operations in Chicago, AutoReturn will engage both City officials and the existing towing subcontractors to review the specific details of all the various tow types and categories, including, but not limited to:

- Abandoned
- Vehicle impoundment tows:
 - Altered temporary registration
 - Cabs
 - Curfew
 - Counterfeit sticker
 - DUI
 - Drag racing
 - Eluding police
 - Firearms
 - Fly dump
 - Fireworks
 - Defacement
 - Narcotics
 - Noise
 - Solicitation
- Boot release tows
- Accidents
- Arrestee
- Hazards
- Insurance
- Overnight parking ban (“snow tows”)
- Stolen

AutoReturn’s towing management and logistics experts have proven experience in working with towing enforcement officials to collaborate and refine processes that are tailored to different types and categories of tow requests. AutoReturn works with local officials to map out the process details for each type of towing request and then configures its tow tracking systems to support the nuances of

each variation of the process. The diagram below provides an overview of the preliminary towing procedures that have been defined based the information available in the RFP and collected through AutoReturn's field research in Chicago. These procedures will vary according to the nature of the tow request or towing category. If selected for the Contract, AutoReturn will conduct detailed analyses to better understand the specifics of towing enforcement in Chicago and then adapt the AutoReturn towing procedures to best meet the City's needs.

Overview of Mapping Tow Procedures to Towing Types and Categories



2. **Immediate Tows**

AutoReturn will perform immediate tows as requested by the Department of Streets and Sanitation ("DOSS") and the Department of Revenue ("DOR"). The DOS will request tows for a wide range of reasons, whereas the DOR tow requests will be exclusively for boot release tows. Please see **Sub-Section 6: Boot Release Tows** for further information regarding these DOR tow requests.

AutoReturn will only utilize tow trucks and tow truck operators ("TTOs") from approved subcontractor companies that are part of the AutoReturn Towing Network. All tow trucks will display an official "Police Tow" when actively engaged in a tow for the City. AutoReturn dispatchers will be able to communicate in real-time to all TTOs in two ways utilizing the Sprint / Nextel ("Nextel") communications device that will be assigned to all on duty TTOs:

- Electronic dispatch communications via TCP/IP based text messages sent to the Nextel device. This communications method will serve as the primary communication method that will be used for nearly all immediate tow requests.
- Voice communications via the Nextel's DirectConnect push-to-talk over cellular ("PTT PoC"). This communications method will serve as the backup communications method that will be used in the rare case that the electronic dispatch communications capability is disrupted or in specialized cases where the dispatcher needs to communicate more directly with the TTO.

AutoReturn recognizes that time is of the essence in performing immediate tows. For our San Francisco operations, AutoReturn's on site response time averages between 12 and 13 minutes. Based on AutoReturn's proven track record, the City can be confident that AutoReturn can provide all the required resources 24 hours a day, 7 days a week, regardless of the weather, traffic conditions, or the locations of the vehicles.

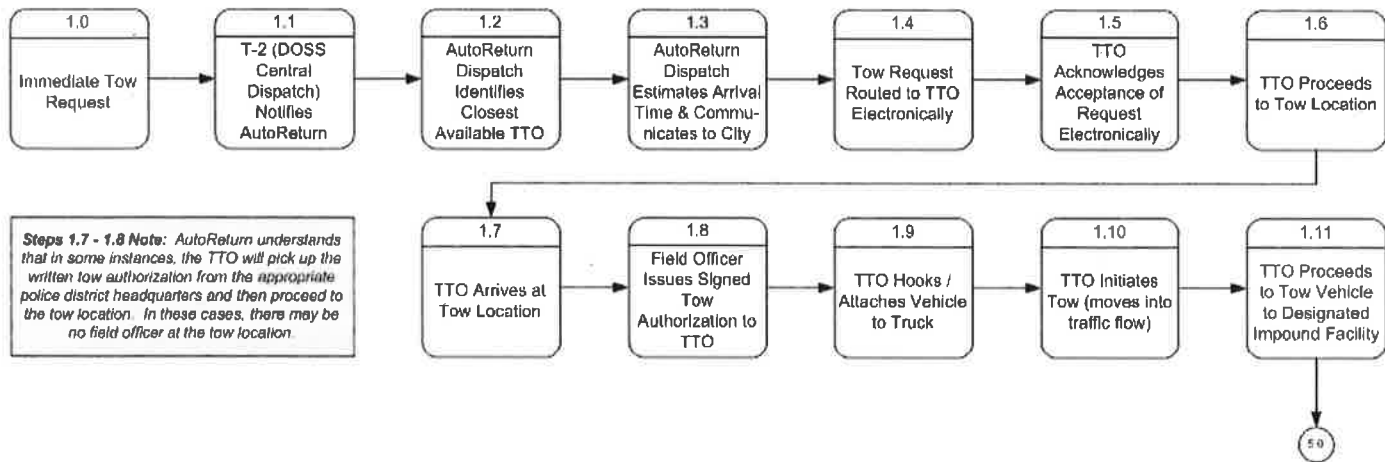
For all immediate tow requests, the vehicles will be impounded within 90 minutes of the notification from the DOSS dispatchers. Additionally, AutoReturn can provide the DOSS dispatchers with access to its dispatch system so that the DOSS dispatchers can track the status of all active tows in real-time. In the event of an emergency being declared by the Commissioner, AutoReturn will continue to try and meet the normal service level standards, but guarantee that all immediate tow request vehicles will be impounded in no more than 3 hours.

As required by the RFP, the AutoReturn dispatch team will verbally notify the DOSS dispatchers within the required 60 minutes to confirm that an immediate tow request vehicle has been removed from its location. All immediate tow request vehicles will be impounded at the appropriate auto pound as specified in the RFP:

- Auto Pound # 2 (vehicles removed from South of Madison Street)
- Auto Pound # 6 (vehicles removed from North of Madison Street)
- Auto Pound #1 (tows from all CPD districts as directed)
- Auto Pound #4 (tows from all CPD districts as directed)

The diagram on the following page illustrates the preliminary process flow that has been defined for responding to immediate tow requests for the Chicago towing operations.

Chicago Towing Operations – Immediate Tow Request Process Flow



3. Abandoned Vehicle Tows

AutoReturn will perform abandoned vehicle tows as requested through written notification by the Department of Streets and Sanitation (“DOSS”). All abandoned vehicle tows will be completed within 24 hours of the written notification, utilizing only tow trucks and tow truck operators (“TTOs”) from approved subcontractor companies that are part of the AutoReturn Towing Network. All tow trucks will display an official “Police Tow” sign when actively engaged in a tow for the City. As with immediate tows, AutoReturn dispatchers will be able to immediately communicate with all TTOs at all times utilizing both electronic data and voice communications.

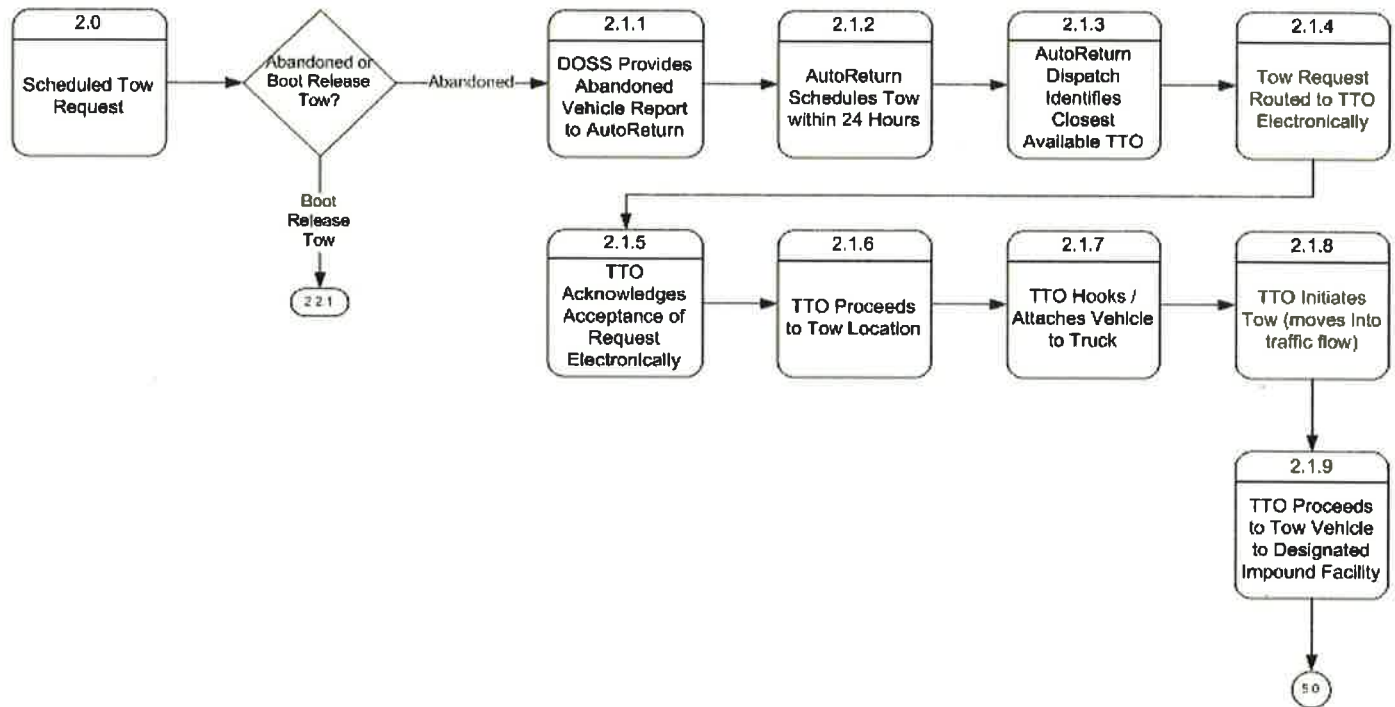
Once an abandoned vehicle has been removed from its location, it will be impounded within 30 minutes of removal for single-vehicle tow trucks, and never more than 2 hours for cases involving tow trucks capable of towing multiple vehicles at the same time. AutoReturn acknowledges that these service times are required, regardless of weather, traffic, or the locations of the vehicles and distances from the Auto Pounds.

All abandoned vehicles will be towed between 7 a.m. and 3 p.m., Monday through Saturday, and impounded at the appropriate auto pound as specified in the RFP:

- Auto Pound # 3S (vehicles removed from South of Madison Street)
- Auto Pound # 3N (vehicles removed from North of Madison Street)

The diagram on the following page illustrates the preliminary process flow that has been defined for responding to abandoned vehicle tow requests for the Chicago towing operations.

Chicago Towing Operations – Abandoned Tow Request Process Flow



4. Overnight Parking Ban Tows (“Snow Tows”)

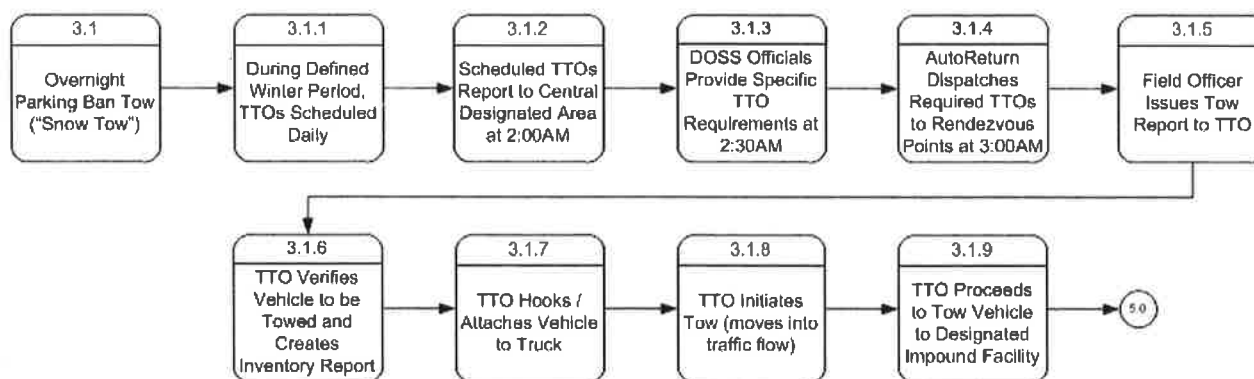
AutoReturn understands that during the winter months, that towing vehicles from the approximately 100 curb miles of streets identified as “overnight parking ban” (“Snow Routes”) is critical to the ability of the City to manage traffic flow during periods of winter snow and ice. These routes are marked with red and white signs, noting the restriction from parking on all Snow Routes from December 1 to April 1, from 3 a.m. to 7 a.m. AutoReturn will tow all “snow tow” vehicles to the appropriate auto pound or where otherwise directed by the Commissioner. The AutoReturn Towing Network will have ample capacity and resources to ensure the efficient daily removal of vehicles from the designated routes during the required timeframes.



During the required winter period, on a daily basis, AutoReturn’s tow truck operators (“TTOs”) will report to the central designated area at 2:00 a.m. Each TTO will be issued official “Police Tow” signs that must be mounted on each side of the truck. At approximately 2:30 a.m., City officials will provide a list that specifies the quantity and type of tow trucks that are required at particular locations. The AutoReturn dispatch team will ensure that the proper number of trucks, having the necessary equipment, are dispatched to each required location to ensure that all required trucks arrive at the rendezvous point no later than 3:00 a.m.

The diagram on the following page illustrates the preliminary process flow that has been defined for responding to overnight parking ban tow requests for the Chicago towing operations.

Chicago Towing Operations – Overnight Parking Ban (“Snow”) Tow Request Process Flow



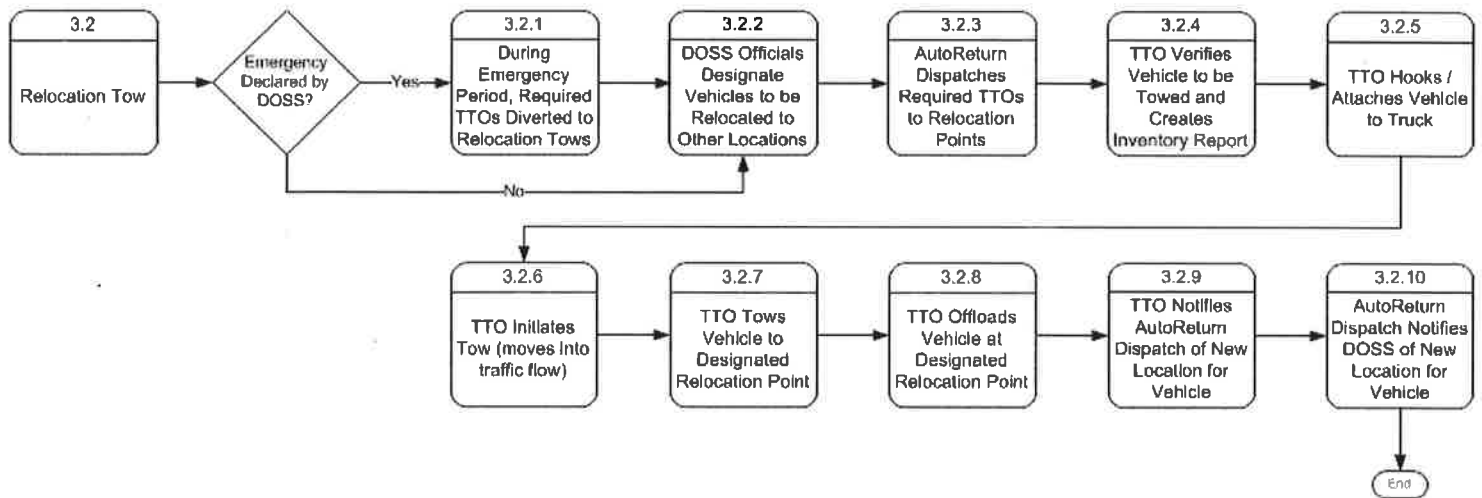
5. Relocation Tows

AutoReturn recognizes the critical role that towing operations can play during an emergency. When such an emergency has been declared, some or all of the normal towing operations are suspended. AutoReturn has recruited a highly capable group of towing subcontractors that comprise the AutoReturn Towing Network for Chicago (see **Section VI.A.b.4: AutoReturn Towing Network**). Collectively, the AutoReturn Towing Network has ample capacity to respond in emergency situations when called upon by the Commissioner. During emergencies, the AutoReturn dispatch center will maintain close communications with the DOSS dispatch center and other City departments as needed to ensure that any and all tow trucks are diverted to the critical areas in order to respond to the emergency conditions as effectively as possible. All vehicles will be relocated as directed by the Commissioner and the AutoReturn dispatch center will immediately notify the Commissioner as to the location and the time of relocation for all vehicles.

Additionally, AutoReturn will respond to relocation requests that occur outside of emergency conditions. Typical scenarios involve instances where vehicles must be relocated to accommodate street repairs. AutoReturn’s dispatch center will respond to request for non-emergency relocation tows and ensure that tow trucks are dispatched to the required locations in a timely manner.

The diagram on the following page illustrates the preliminary process flow that has been defined for responding to relocation tow requests for the Chicago towing operations.

Chicago Towing Operations – Relocation Tow Request Process Flow



6. Boot Release Tows

AutoReturn will provide boot release and towing services as directed by the Department of Revenue (“DOR”). AutoReturn will receive the DOR boot release and tow report on a daily basis and perform the necessary scheduling for eligible vehicles. AutoReturn will ensure that tow eligible vehicles have their boots removed and are towed no earlier than the required 24-hour wait period from the time the boot is installed, but as soon after as possible. All tow eligible vehicles will be towed immediately on the same day that the boot is removed.

To manage its boot release and towing operations, AutoReturn plans to provision a sufficient number of vans (“boot vans”) outfitted with the necessary equipment and operated by specially-trained drivers (“boot van operators” or “BVOs”). The boot van operators will coordinate the following activities:

- Ensuring that the City’s CANVAS system is checked to ensure that a vehicle is still tow eligible before the vehicle is towed
- Removal of boots and transport back to the auto pound facilities for retrieval by DOR staff
- Safekeeping of book-lock-key to ensure that these keys are not lost or damaged
- Conducting reasonable searches for GOA vehicles and reporting all GOA vehicles that cannot be found to the DOR by updating the CANVAS system
- Submitting requests to tow truck operators (“TTOs”) to tow eligible vehicles for which boots have been removed – either directly via AutoReturn’s automated dispatch systems or by contacting the AutoReturn dispatch center
- Completion of inventory reports for all boot release vehicles that are towed
- Updating the CANVAS system to record all boot removal and towing activities

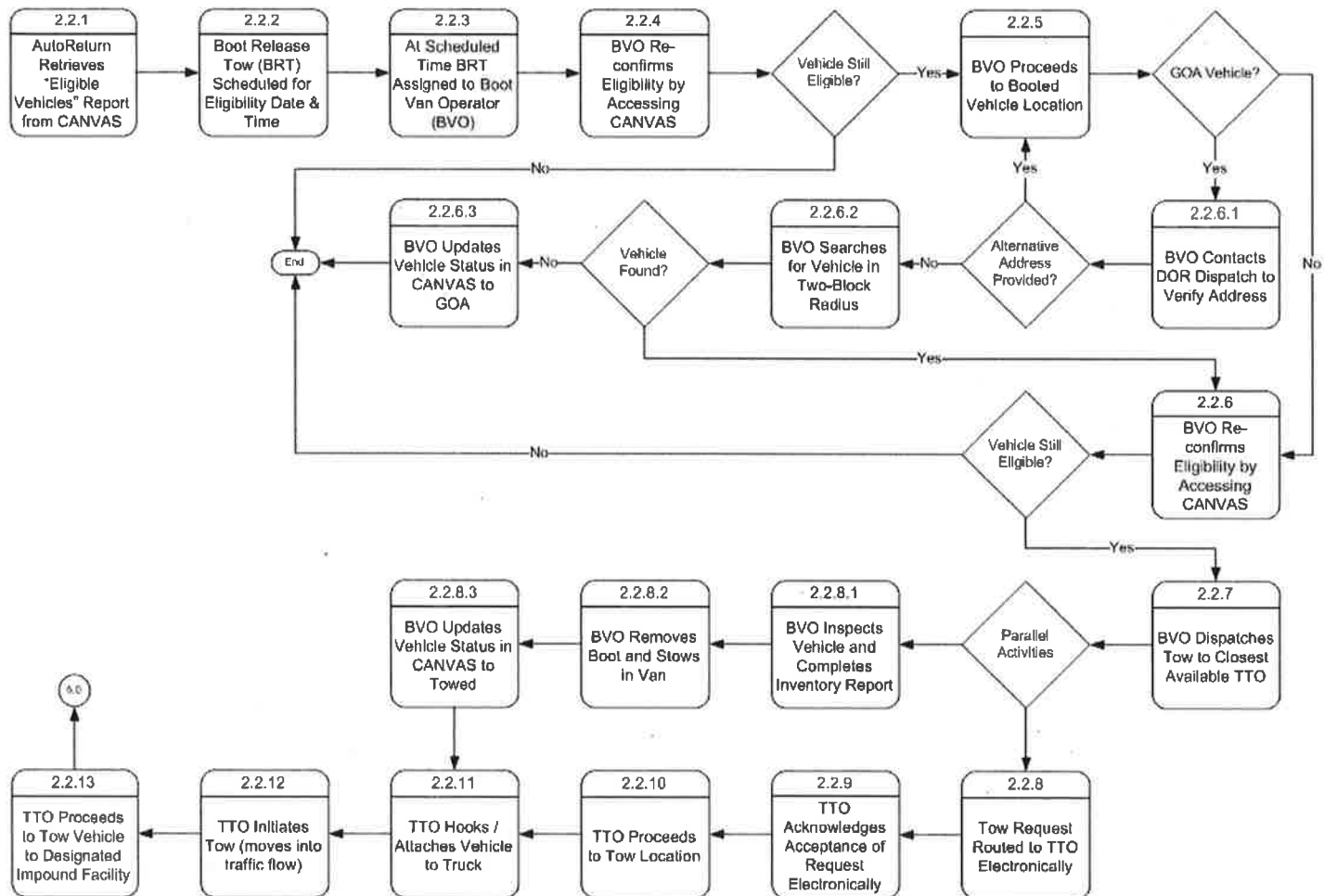
As part of its boot release and tow operations, AutoReturn will perform the following activities as required by **RFP Exhibit R1 – Boot-Release-and-Tow Scope of Services**:

- **Boot Release and Tow:**
 - AutoReturn will print CANVAS tow eligible reports daily (Monday through Sunday) and schedule all eligible vehicles appropriately
 - AutoReturn will provide boot release and towing services from 5:00 a.m. through 8:00 p.m. on Mondays through Saturdays, and 5:00 a.m. through 11 a.m. on Sundays
 - Upon dispatch to and arrival at eligible vehicles, AutoReturn will verify the vehicles eligibility status by accessing CANVAS directly in real-time
 - When a boot is removed and a vehicle is about to be towed, AutoReturn will update the CANVAS system in real-time with all the necessary information including the date and time of the boot removal and tow
 - AutoReturn will never prematurely release any boot or tow and impound any eligible vehicle, based on the time threshold indicated in the CANVAS system
 - AutoReturn will never release any boot or tow and impound an eligible vehicle once the status is changed in CANVAS or an authorized DOR representative has notified AutoReturn that the eligible vehicle is not in compliance (registered owner paid required fees, successful hearing requests, etc.)
 - AutoReturn will inspect all eligible vehicles and document any visible vehicle damages with supporting descriptions as appropriate in the required inventory report
 - AutoReturn will remove all boots prior to towing eligible vehicles and ensure the boot and boot lock device in the AutoReturn boot van – once the boot and boot lock is secure, AutoReturn will proceed to immediately tow the vehicle
- **GOA (Missing) Eligible Vehicles:**
 - If an eligible vehicle is missing when AutoReturn's boot van operator arrives at the designated location, the boot van operator will notify the DOR dispatch center immediately to verify the booted vehicle's address
 - If the DOR dispatch center provides an alternative address, the AutoReturn boot van operator will proceed to the alternate address to release the boot and tow and impound the eligible vehicle
 - If the DOR dispatch center does not provide an alternative address, the AutoReturn boot van operator will search for the eligible vehicle within a two-block radius to ensure that the vehicle was not somehow relocated or had an incorrect address assigned to it
 - If the missing eligible vehicle is found, the AutoReturn boot van operator will proceed with the normal boot removal and towing processes
 - If the missing eligible vehicle is not located, the AutoReturn boot van operator will update the CANVAS system to document the missing eligible vehicle as being GOA

- **Boot Lock Key Safekeeping:**
 - AutoReturn's boot van operators will be responsible for the safekeeping of all boot lock keys at all times in the field – while not in the field, all boot lock keys will be kept in a highly secure “safe room”
 - If a boot lock key is lost or stolen, AutoReturn will immediately notify the Director so that the Director can make arrangements for shipment and replacement of all affected boot lock keys and cylinders
 - AutoReturn will fund all costs incurred by the City for the replacement of boot lock keys and cylinders that are lost or stolen while assigned to AutoReturn
 - If a boot lock key becomes damaged, AutoReturn will immediately notify the authorized DOR representative to arrange for the replacement of the damaged key
 - AutoReturn will fund all costs incurred by the City for the replacement of boot lock keys and cylinders that are damaged while assigned to AutoReturn
- **Cost Reconciliation:**
 - AutoReturn understands that the DOR will account for all lost, stolen, or damaged boots, boot locks, boot lock keys and cylinders that were assigned to AutoReturn
 - All of the costs incurred in order to replace the lost, stolen, or damaged equipment will be reconciled on a monthly, quarterly, or otherwise timely basis as determined by the DOR
 - AutoReturn agrees that the DOR will offset any incurred costs from any payments due to AutoReturn, or be paid by AutoReturn to the Department of Finance
- **Relationship Management:**
 - AutoReturn commits to working with the Director to monitor the progress of the boot release and towing operations in an effort identify, analyze, and resolve any problems as they arise – the Director may require that AutoReturn attend any meetings as scheduled
 - No later than the tenth of each month, AutoReturn will deliver to the Director a status report that summarizes the preceding month's performance – the report should include any instances to where the contractor failed to meet one or more of the service levels specified in **RFP Exhibit R3 – Boot-Release-and-Tow Performance Measures and Service Levels** – the report should also include summaries of any non-compliance and specifics about any other actual or anticipated performance problems
 - AutoReturn agrees to meet with the Director during the last calendar quarter of each year for the purpose of reviewing and improving AutoReturn's performance and to consider any changes in circumstances – additionally, either AutoReturn or the City may, at any time, upon 30 days prior written notice to the other party, initiate negotiations to review and improve the service levels that require adjustment – any revisions require a written amendment to the Agreement
 - If for any reason the Agreement is scheduled to end, AutoReturn must maintain sufficient resources to continue all operations until the end date and time of the Agreement

The diagram on the following page illustrates the preliminary process flow that has been defined for managing the boot removal and towing activities for the Chicago towing operations.

Chicago Towing Operations – Boot Release Tow Request Process Flow



CANVAS Requirements

AutoReturn will provide and properly maintain all the required hardware and software (mobile computers, wireless communications capability, VPN gateway software, etc.) that is required to connect to and access the CANVAS system, including access from the field by the AutoReturn boot van operators. All costs associated with providing access to the CANVAS system will be borne by AutoReturn, at no cost to the City. AutoReturn's IT personnel will work closely with DOR IT personnel to ensure that the equipment and software provided by AutoReturn is compatible with the defined CANVAS technical specifications, including the required Nortel IPSEC VPN client. AutoReturn's IT staff is very familiar with IPSEC VPN configurations, as the company already makes extensive use of VPN access for its remote workforce.

Service Level Requirements

AutoReturn acknowledges that it must perform the boot release and towing services in compliance with the service levels set forth in **RFP Exhibit R3 – Boot-Release-and-Tow Performance Measures and Service Levels**. In the event that AutoReturn fails to meet the service levels, AutoReturn must provide the credits as follows:

- Instances where the services are not provided for an eligible vehicle within 24 hours of the scheduled eligibility time (\$30)
- Instances where the services are not provided for an eligible vehicle in designated “High Boot Tamper Areas” within 18 hours of the scheduled eligibility time (\$30), if AutoReturn has not met the service level requirement for 6 or more instances during a given month
- Instances of lost, stolen, or damaged boot equipment that is reported more than 24 hours after the scheduled eligibility time (current replacement cost value)

Additionally, in instances of service level failures, AutoReturn must:

- Perform root cause analysis to identify the cause of such failure
- Correct such failure
- Provide the Director with a report detailing the cause of the failure, procedure for correcting the failure, and procedural changes to prevent such failure in the future

a. **AUTO POUND OPERATIONS**

AutoReturn has experience converting new and existing locations into safe, secure, efficient municipal impound facilities. Multiple functions are performed at these facilities:

- Vehicle acceptance
- Vehicle storage
- Customer service / vehicle retrieval
- Unclaimed vehicle auctions
- Vehicle disposal / shipping

Each facility uses our industry best practices for vehicle storage efficiency, inventory tracking, and security to ensure their rapid return to the owner. In addition, AutoReturn allocates space at each facility for “police hold” vehicles. Additional measures are taken to restrict access to police hold vehicles to authorized persons only.

1. **Inventory Procedures**

AutoReturn Storage Specialists will record the vital vehicle information within 30 minutes of receipt of a towed vehicle at the Auto Pound. The information will be documented on a form approved by the Commissioner, and then entered into ARIES for inventory tracking (see **Appendix H: Inventory Management**) and to facilitate inquiries by interested parties. AutoReturn adds temporary barcode stickers to each vehicle in order to implement its barcode tracking system which allows employees and

designated City representatives' real-time access to data regarding the current status of stored vehicles via handheld devices.

The AutoReturn Storage Specialist will compare the Vehicle Inventory Form to the Vehicle Tow Report and note any discrepancies. Both forms will then be attached together and submitted to DSS within 30 minutes.

AutoReturn will secure all personal property as described in **Appendix I: Security and Personal Property Procedures**, and will report the discovery of any illegal items or contraband to the CPD and DSS. After a vehicle has been inventoried it will be moved safely to a secure storage area as described in **Appendix H: Inventory Management**.

2. Real-Time Hand-Held Wireless Computers

AutoReturn's ARIES technology platform includes "on the lot" inventory management capabilities utilizing wireless handheld computers. These devices aid the real-time check-in of vehicles arriving at the lot as well as the ability to confirm a vehicle's status as available for release.

Wireless Handheld Computer and Bar Code Processing

The ARIES system supports wireless, handheld computer processing using the following wireless networking protocols:

- **Wi-Fi Communications (802.11a/b/g) –**
AutoReturn utilizes wireless communications within its storage facilities because it provides the utmost in reliability and security through the use of Extensible Authentication Protocol - Transport Layer Security ("EAP-TLS"). The company utilizes Cisco System Aironet devices that integrate seamlessly with the company's wired Cisco Systems networking infrastructure, including Cisco firewall and encryption technology. AutoReturn utilizes Symbol Technologies MC9090 model handheld computers that access the ARIES applications through simple web-based screens that provide capabilities utilized by the company's storage specialists for vehicle intake, management, and release.
- **Commercial Wireless / Cellular Communications in the Field –** Outside of its operations and storage facilities, AutoReturn utilizes wireless / cellular providers such as Sprint / Nextel, AT&T, and Verizon. ADS is integrated with Nextel handheld communications devices. These devices support Java processing that is used for AutoReturn's electronic dispatch communications, tow status management, as well as GPS tracking of tow truck operator locations.



Wireless, handheld computers are a key component of the ARIES functions. The handheld devices allow AutoReturn storage specialists to conduct the following activities outside of the AutoReturn office facilities right on the storage lots:


- **Vehicle Intake** – Data entry of vehicle information during vehicle intake including scanning a bar code sticker that is affixed to each vehicle to associate the unique bar code identification (“ID”) number with the vehicle record in the inventory system. Please note the AutoReturn inventory form on the following pages illustrating the “duplicate” bar code stickers – one of which is affixed to the vehicle, while the other is attached to inventory form.
- **Inventory Management** – Conducting regular vehicle inventory management to lookup vehicle information and to make real-time updates in the inventory database. This allows data errors related to vehicle information such as incorrect license number and VIN values to be corrected immediately when an error is identified.
- **Vehicle Release** – Confirming the status of a vehicle as ready for release (all fees paid, holds removed, etc.) and documenting the physical release of the vehicle. AutoReturn’s invoice contains a unique bar code that allows storage specialists to use the handheld device to quickly scan the invoice, review the vehicle information and confirm the vehicle’s status as available for release. Please note the AutoReturn invoice containing the bar code on the following pages. The bar code value maps to an arbitrary, unique number in the database that minimizes the chance of counterfeit invoices being used to obtain the unauthorized release of a vehicle – a common problem encountered by impound facilities.

The following image illustrates a uniquely numbered bar code sticker on the windshield of one of the vehicles held within AutoReturn’s storage facilities in San Francisco. On the following page, the sample vehicle inventory form shows the same bar code (“duplicate”) affixed to the paperwork that provides a written record of the vehicle’s check-in.

AutoReturn Inventory Bar Code Vehicle Tag Attached to Vehicle Windshield



AutoReturn Inventory Form with Bar Code Vehicle Tag



1018939

Log# 0803301004

Date: 3/31 Time: 12:56

Annex Pier 70 7th St.

Tow Company: BGA

Auto Return Rep: (Print) BERTIA LUNA

(Signature) [Signature]

Towing Company Rep: (Print) _____

Signature _____

Front ☐ Rear ☒ Dolly ☐ 4X4 ☐ Flatbed ☐ Linkage Removed ☐ Linkage Replaced ☐





Company Authorizing Tow: _____




Authorizer's Name (Print) _____

Signature: _____

Location Towed From: _____

Vehicle Dropped ☐ Vehicle Drop Fee, if applicable \$ _____

NG - No Glass

NT - No Tire

DA - Damage

S - Scratch

D - Dent

Plates: 8F96084 Registration (MO/YR - or - NONE) 3/09

Vin #: 1G1G625V7411810717

Year: 2004 Make: GMC Model: SAVANA 2500 Body: Van Color: White

Tow Type: _____ Courtesy ☐ OR ☐ PP ☐ SFPD/DPT ☐ MC Engine # _____

Cone Color Gray Cone # 375 Lien Type 3 Keys No Keys ☐

ELECTRONICS	TOOLS	PERSONAL (cont.)	SPORTING EQUIPMENT
Cell Phone _____	CLOTHING <u>Blanket</u>	Camera _____	OTHERS <u>Watches</u>
CD Player _____	PERSONAL <u>Pillows</u>	Parse _____	<u>METICIDE</u>
CD Case _____	Brief Case _____	Sunglasses _____	<u>MISC. PAPER, ROCKING</u>
Camcorder _____	Back Pack <u>1 Black</u>	Wallet _____	<u>Chair, CRATE OF</u>
Radio <u>STOCK</u>	Motorcycle Helmet _____	JEWELRY _____	<u>Automotive</u>
Portable Electronic Device _____	Currency \$ _____		<u>Supplies</u>
Other _____			

Comments: _____

TRANSFERS:

I, the undersigned, being the representative of the company performing the services for towing, of the above referenced vehicle, agree ☐ disagree ☐ that the condition depicted for the vehicle is a fair representation of the condition of the above reference vehicle upon my pick up of the vehicle.

Towing Company Representative Signature _____ Date _____

Towing Company Representative Printed Name _____

San Francisco AutoReturn Representative Signature _____ Date _____

San Francisco AutoReturn Representative Printed Name _____

Duplicate Bar Code Stickers -
Sticker #1 Affixed to Vehicle -
Sticker #2 Affixed to Inventory Form

DTS Standard Electronically Generated Invoice with Bar Code Verification


AutoReturn
San Francisco AutoReturn
450 7th Street
San Francisco, CA 94103
Phone: 415-865-8200

JOE SMITH
2758 HARRISON STREET
SAN FRANCISCO CA 94110
CA A1234567

Invoice Date: 10/02/2007
Invoice#: 364653
DR / Log #: 0710011009
Released By: AnaA

Make	Model	Color	Body	License	VIN
HOND	CIVIC	WHIT	2D	CA -3NLV700	2JHDK1126SH567279

Vehicle Towed From	Lot Name	Lot Section	Tag #	Keys Held
300 GRAYSTONE IRON San Francisco	2 - Pier70	F60	WHT822	N

Vehicle Towed To	Call No	Account	Reason	Description	Tow Date
400 22nd St San Francisco	0000000264957	SFPDX 0710011009	REC/851	Recovery	10/01/2007

Call Taken Date / Time	Completed Date / Time	Storage Out Date / Time
10/01/2007 02:35:00	10/01/2007 03:29:00	10/02/2007 14:21:00

Driver	Truck	Quantity	Service Description	Service Price	Total
BAT	AR	2.0	Passenger 1st 20 Hr. af 4 Free	50.00	91.75
BAT	AR	1.0	SF Admin Fee-Excluding Tickets	70.50	70.50
BAT	AR	1.0	\$-Tow-Passenger Vehicle	168.25	168.25

Sub Total	330.50
Net Total	330.50
Amount Paid	330.50
Cash	330.50
Balance	0.00

Bar Code Used with
Wireless Handhelds
for Quick Vehicle
Lookups and
Verification of
Payment Status

Approval Code: aandrade

Signed _____ Date _____

Driver License No _____

Destination: Pier 70
Address: 400 22nd St
City: San Francisco

01/20/2008

NO REFUNDS OR RETURNS. BY LAW YOU CAN PROTEST A CITY AND COUNTY OF SAN FRANCISCO VEHICLE TOW. YOU MUST REQUEST A HEARING WITHIN 30 DAYS FROM DATE OF TOW. CITATIONS ASSOCIATED WITH THIS TOW MAY NOT BE INCLUDED IN THIS PAYMENT. ANY NECESSARY NOTICES WILL BE MAILED TO THE ADDRESS ON FILE AT DPT. THANK YOU.
SFPD (415) 553-1619
DPT (415) 701-5400



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Handheld Computer Printing Capabilities

The Symbol Technologies MC9090 model handheld computers can be outfitted with a variety of industry standard printers such as those provided by Zebra Technologies, an industry leader for mobile computing accessories. The Zebra P4T is depicted below as an example and is the world's first mobile thermal transfer printer with optional RFID upgradability. This rugged printer can print long-life bar code labels and documents up to 4" wide that withstand harsh outdoor environments. The Zebra printers can be easily carried by lot workers using either a belt attachment or a holder and strap that can be placed over the shoulder (see inset photo below).

AutoReturn's web-based lot management applications that are utilized by lot workers with wireless, handheld computers for managing lot activities can be easily enhanced to print off any specific forms that are required for the Chicago auto pound management operations. As stated earlier, AutoReturn utilizes cost effective pre-printed bar code stickers that come in "pairs" on easy to use "spools". Should there be a need to print the bar code stickers in real-time, AutoReturn will enhance its lot management applications for the handhelds to provide this real-time bar code printing capability.



Extending Bar Code Scanning to Tow Truck Operators ("TTOs") in the Field

As a further refinement to this process, the tow authorization forms used by field enforcement officers could be provided with a unique bar code imbedded on the form. Alternatively, AutoReturn could provide pairs of matching bar code stickers (on easy to use spools). One of the bar code stickers could be placed on the tow authorization form and the other matching sticker could be placed on the windshield of the vehicle. After receiving the tow authorization form from the enforcement officer, the TTO could scan the bar code value into the electronic dispatch management system (ADS), providing a linkage between the electronic vehicle data record, the paper form, and the physical

vehicle itself. The Nextel devices utilized by AutoReturn TTOs can be outfitted with a standard bar code scanning attachment (pictured below) to enable the scanning capability.



3. **Hours of Operation**

AutoReturn will provide services at Auto Pound #2 and #6, 24 hours a day, 365 days a year. Additionally, AutoReturn will provide services at Auto Pounds #3N and #3S from 7:00am to 5pm, along with special access to the Commissioner beyond normal operating hours as needed.

4. **Inventory System**

Timely, Accurate Information is the Core of ARIES – AutoReturn’s industry leading technology platform provides advanced capabilities for electronic vehicle inventory management. The vehicle inventory information is fully computerized, including scanned images of hand-written tow authorization documents and multi-angle digital images of vehicles. The information can be accessed and viewed in a variety of ways, including wireless handheld computers with bar code scanning technology.

The electronic inventory system (“EIS”) within ARIES captures a living record that contains all the information collected about each towed vehicle. The EIS information is maintained in real-time using a mixture of traditional computer data entry and wireless handheld computer data entry. As the vehicle moves through the AutoReturn process, the EIS accumulates the following information at a minimum:

- Information about the tow (dispatcher, tow type, tow location, tow truck operator, time of tow, etc.)
- Unique Tow / vehicle tracking identification (“ID”) number, as well as a unique bar code number that is affixed to the vehicle as a sticker and recorded in the vehicle record
- Vehicle information (make, model, color, year, license state and number, VIN, etc.)
- Photo documentation of the vehicle’s condition at various stages of the process (i.e. when vehicle enters storage facility and when vehicle exits storage facility)

- Detailed inventory of vehicle contents and vehicle condition information
- Precise location of the vehicle – GPS tracking allows tracking of the location of vehicles that are in the process of being towed – storage lots are organized into a numbered “grid system” and the grid designation is stored in the system to allow the quick locating of vehicles
- Vehicle owner and claimant information
- Record of customer inquiries (notes, customer service agents who assisted the customer, etc.)
- Schedule of towing, storage, and related fees
- Invoice and payment information
- Vehicle disposal processing data (authorization dates, sale amounts, etc.)
- Current vehicle status and final disposition (released, auctioned, salvaged).

ARIES maintains the EIS information from tow request through to the final disposition of the vehicle, when it is released to the vehicle owner or disposed of through the vehicle salvage operation. After release or disposal, the vehicle information is maintained as a permanent history of the operations, supported by detailed reporting capabilities. As described below.

All interested parties including AutoReturn staff and supervisors, city officials, towing subcontractors, and customers have a tailored view (user interface) into this data to support their particular needs. Customers greatly benefit from self-service options offered through our automated phone system and our website. City officials have real-time access to our operational data utilizing a web-based version of ARIES tailored to the specific needs of the City.

One of AutoReturn’s strongest beliefs is in the power of “information when you need it, how you need it, and where you need it.” This section provides the details of how the required information is made accessible to all of the stakeholders for AutoReturn’s business operations:

- DSS officials and other City staff who require access to a wide array of information
- AutoReturn employees who are ultimately responsible for the accuracy of the information
- Towing subcontractor owners, managers, and tow truck operators
- Customers who need assistance with the retrieval of their vehicles
- Auction buyers and other vehicle disposal partners

AutoReturn provides extensive reports across all aspects of its operations. The City will have direct visibility and insight into each functional area with both summarized and detailed reporting. Reports include, but are not limited to the following:

- Towing volumes by category
- Inventory aging
- Vehicle disposition

More detailed information on ARIES reports can be found in **Section VI.A.i: Auto Pound Hardware and Software**. Additionally, AutoReturn has provided additional examples in **Appendix K: AutoReturn Sample Reports**.

5. **Calculating Fees and Fines**

AutoReturn understands that the company will be responsible for properly calculating all towing and storage fees and fines that must be paid in order for the vehicle to be redeemed by the owner. AutoReturn is committed to providing the Owner with a clear statement of the required fees and fines in a format that is acceptable to the Commissioner.

As part of its ARIES application infrastructure, AutoReturn utilizes the Dispatch & Towing Solutions ("DTS") Tow Management System ("TMS") as the company's impound management solution. The DTS TMS module contains a comprehensive invoice generation and payment processing module that provides all the effective controls required to ensure that all fees are accurately applied based on standardized line item fees configured in the system's administration module. The DTS system provides a standard, electronically generated invoice that becomes part of the audit trail for the vehicle once the invoice is generated. Once a payment has been applied against the invoice, only an authorized administrator or manager can un-post the payment and invoice. The invoice and payment information provide an electronic, auditable record of exactly which fees were applied to a vehicle record and the payment activity against the invoice. An example of the standard DTS invoice is provided on the following page. The invoice header information and the invoice message details at the bottom of the page are both configurable to meet the needs of a specific municipality. The invoice line item details are generated using standard, configurable line item fees called "service price items".

DTS Automated Invoice with Bar Code for Electronic Verification



AutoReturn
San Francisco AutoReturn
450 7th Street
San Francisco, CA 94103
Phone: 415-865-8200

JOE SMITH
2758 HARRISON STREET
SAN FRANCISCO CA 94110
CA A1234567

Invoice Date : 10/02/2007
Invoice# : 364653
DR / Log # : 0710011009
Released By : AnaA

Make	Model	Color	Body	License	VIN
HOND	CIVIC	WHIT	2D	CA -3NLV700	2JHDK1126SH567279

Vehicle Towed From	Lot Name	Lot Section	Tag #	Keys Held
300 GRAYSTONE IRON San Francisco	2 - Pier70	F60	WHT822	N

Vehicle Towed To	Call No	Account	Reason	Description	Tow Date
400 22nd St San Francisco	0000000264957	SFPDX 0710011009	REC/851	Recovery	10/01/2007

Call Taken Date / Time	Completed Date / Time	Storage Out Date / Time
10/01/2007 02:35:00	10/01/2007 03:29:00	10/02/2007 14:21:00

Driver	Truck	Quantity	Service Description	Service Price	Total
BAT	AR	2.0	Passenger 1st 20 Hr. af 4 Free	50.00	91.75
BAT	AR	1.0	SF Admin Fee-Excluding Tickets	70.50	70.50
BAT	AR	1.0	\$-Tow-Passenger Vehicle	168.25	168.25

Sub Total	330.50
Net Total	330.50
Amount Paid	330.50
Cash	330.50
Balance	0.00

Approval Code: aandrade

Released To: JOE SMITH

Signed _____ Date 01/20/2008

Driver License Number _____

Destination: Pier 70
Address: 400 22nd St
City: San Francisco

NO REFUNDS OR RETURNS. BY LAW YOU CAN PROTEST A CITY AND COUNTY OF SAN FRANCISCO VEHICLE TOW. YOU MUST REQUEST A HEARING WITHIN 30 DAYS FROM DATE OF TOW. CITATIONS ASSOCIATED WITH THIS TOW MAY NOT BE INCLUDED IN THIS PAYMENT. ANY NECESSARY NOTICES WILL BE MAILED TO THE ADDRESS ON FILE AT DPT. THANK YOU.
SFPD (415) 553-1619
DPT (415) 701-5400



**Bar Code Used with
 Wireless Handhelds
 for Quick Vehicle
 Lookups and
 Verification of
 Payment Status**

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Standardized Fees

All of the specific towing and storage fees and fines can be configured as individual “service price items”. A wide range of configuration parameters provide the capability to define different types of “service price items” and control how each item can and cannot be used in relation to invoices. The supported service price item types include:

- **Tow Service Fee** – The tow service price item type is used to configure base tow fees that can differ by vehicle class and distance towed. The tow service fee service price item type can also be used to configure other types to tow fees that go beyond the base tow fee, such as secondary tows between storage facilities, additional towing fees associated with the use of specialized equipment such as dollies, and extra units of labor associated with at tow. Any type of towing related fee can be configured as a standard fee with the appropriate controls, such as a constraint that prevents data entry clerks from modifying the fee amount.
- **Storage Service Fee** – The storage service price item type is used to configure daily storage fees that are automatically applied based on the storage check-in and check-out times. The total storage amount is based on a standard daily rate that cannot be changed by the user and is calculated from the time the vehicle arrives at the storage facility until it exits the storage facility. The configuration capabilities are flexible, allowing for a reduced rate for the first day of storage and a “grace window” of one or more hours during which no storage fees are accumulated, but after which, the storage starts to accumulate using a partial rate for the balance of the first day and the standard daily rate for all subsequent days.
- **General Service Fee** – The general service price item type is used to configure all fees that are not specifically related to towing or storage. This can include various administrative fees, penalties, fines, and delinquent citation amounts. Other miscellaneous fees for extra service options offered to owners can also be configured. Finally, specialized credit fee items can be created to represent various types of waivers that may be issued to offset some or all of the towing and storage fees associated with a vehicle.

The following screen provides two examples of service price items, the first for a base tow fee for passenger vehicles and the second for the daily storage rate for passenger vehicles.

Service Price Item Definition – Base Tow Fee Example

Administration Worksheet

San Francisco AutoReturn

Administration

- Company Setup
- Customers, Employees, Trucks
- System Defaults
 - Appointment Calls
 - Class Maintenance
 - Customer Type
 - Destination Maintenance
 - Equipment Type
 - GPS System
 - Hold Type
 - Holding Agency
 - Invoice Message
 - Invoice Message Group
 - Invoice Number
 - Lien Type Maintenance
 - Location Maintenance
 - Lot Maintenance
 - Note Maintenance
 - Owner Type
 - Priority
 - Reason
 - Required Fields Setup
 - Service Price
 - Service Price Groups
 - Service Price Group Attachment
 - Storage Type
 - Tax
 - Zone
- Payment Type
- Vehicle Info
- Payment Processing
- Lien Sale Processing

Service Price

Enter the default service details

Type	Description	Price	GL Code
TEST	TEST ONLY - DO NOT USE	100.00	12345678
TixOnly	\$Tickets - Non Towed Vehicles		
TowBkAt	\$-Tow Out	80.00	
TowBkAuc	\$-Tow Out-Auction Special	65.00	
TowBkUn	\$-Tow Back-Unattended	125.00	
TowHP	Each Add 1/4 Hr. for PassVeh	37.00	
TowHRIO	Each Add 1/4 Hr. for Type V	58.25	
TowHT	Each Add 1/4 Hr. for Type II	48.25	
TowP	\$-Tow Passenger Vehicle	171.00	
TowP05	x4-Tow Passenger CarsNEW	171.75	
TowRIG	\$-Tow Type V	337.25	
TowRIG05	x5-Tow Type V-1st Hr-NEW	339.00	
TowT	\$-Tow Type II	231.50	
TowT05	x5-Tow Type II-NEW	232.50	
Transfer05	x5-Lot Transfer FeeNEW	21.75	
TransferFe	\$-Transfer Fee-2nd Tow	21.50	
TransferII	\$-Transfer Fee-Type II	90.00	

Service Type TowP GL Code Unit Price 171.00

Description \$-Tow-Passenger Vehicle

☒ Amount Only ☒ No Over-ride

Taxable: ☐ Tax 1 ☐ Tax 2 ☐ Tax 3

Surcharge: ☐ Amount %

☐ Discountable ☐ Storage Service ☒ Tow Service ☐ Inactive

Commission: ☐ Commissionable ☒ Driver Flat Rate ☐ Sales Flat Rate

Driver Commission 0.00 Sales Commission 0.00

Storage Rate: ☒ Daily ☐ Hourly ☐ Weekly Calculation Type: ☐ 24 Hrs. ☒ Calendar Tiered / Volumetric

First Day Rate Exception: For First hrs Charge \$ per hr
 For Next 24 hrs Charge \$

New Save Delete

Service Price Item Definition – Daily Storage Rate Example

Administration Worksheet

San Francisco AutoReturn

Administration

- Company Setup
- Customers, Employees, Trucks
- System Defaults
 - Appointment Calls
 - Class Maintenance
 - Customer Type
 - Destination Maintenance
 - Equipment Type
 - GPS System
 - Hold Type
 - Holding Agency
 - Invoice Message
 - Invoice Message Group
 - Invoice Number
 - Lien Type Maintenance
 - Location Maintenance
 - Lot Maintenance
 - Note Maintenance
 - Owner Type
 - Priority
 - Reason
 - Required Fields Setup
 - Service Price
 - Service Price Groups
 - Service Price Group Attachment
 - Storage Type
 - Tax
 - Zone
- Payment Type
- Vehicle Info
- Payment Processing
- Lien Sale Processing

Service Price

Enter the default service details

Type	Description	Price	GL Code
PPI-V	\$PPI-Type V	289.00	
PrCollect1	\$-Pre-Collections-1 Payment		
PrCollect2	\$-Pre-Collections-2 Payment		
PrCollect3	\$-Pre-Collections-3 Payment		
PreCollect	\$-Pre-Collections Payment		
PremValet	\$-AR Valet Service	25.00	
PstCollect	\$-Post Collections Payment		
Services	\$Owner Request-Special Quote		
StorageCSI	CSI Storage - No Charges	0.00	
StorageOne	Passenger 1st 20 Hr. at 4 Free	34.75	
StorageNone	No Storage - Services Only	0.00	
StoreMtyc	Motorcyc, 1st 20 Hr. at 4 Free	18.50	
StorePsngr	Passenger 1st 20 Hr. at 4 Free	35.75	
StoreTypII	Type II - Req 2 Stall Spaces	65.00	
StoreTypV	Type V - Big Rig Req 2 Stalls	95.75	
StorTypV	Type V - Big Rig Req 2 Stalls	93.00	
TEST	TEST ONLY - DO NOT USE	100.00	12345678

Service Type StorePsngr GL Code Unit Price 35.75

Description Passenger 1st 20 Hr. at 4 Free

☒ Amount Only ☒ No Over-ride

Taxable: ☐ Tax 1 ☐ Tax 2 ☐ Tax 3

Surcharge: ☐ Amount %

☐ Discountable ☒ Storage Service ☐ Tow Service ☐ Inactive

Commission: ☐ Commissionable ☒ Driver Flat Rate ☐ Sales Flat Rate

Driver Commission 0.00 Sales Commission 0.00

Storage Rate: ☒ Daily ☐ Hourly ☐ Weekly Calculation Type: ☐ 24 Hrs. ☒ Calendar Tiered / Volumetric

First Day Rate Exception: For First 4 hrs Charge \$ 29.25 per hr
 For Next 24 hrs Charge \$

New Save Delete

DTS supports the configuration of multiple price lists called “service price item groups” to which the individually defined “service price items” can be associated. Each service price item group can then be associated to one of more “accounts” that represent specific City departments and agencies for which tows are conducted. This flexibility allows for different departments and agencies to define their own fee structures. The screen depicted below is used to define “service price groups” consisting of a grouping of different “service price items”.

Service Price Group Attachment Screen to Define Price Structures Varying by Account

Service Price Group Attachment

Code	Description
ABRAMS	Abrams & Sons Towing
ALL	AutoReturn - ALL
AR	AutoReturn - Internal
COUR	Courtesy
DEPT-PH	SF Department of Public Health
DEPT-PW	SF Department of Public Works
DPT	DPT & SFPD
OR	Owner Request
PO&E	PO&E

Service List:

Service Type	Description	GL Code	Unit Price
1STIL	1st Day Storage-Typell		63.25
1STM	1st Day Storage-Mitrcycl		16.25
1STP	1st Day Storage-PassVeh		43.00
ADJ	-\$ Adjustment		0.00
ADJ-MF-II	-\$ Adjustment-Max Fees-TypII		0.00
ADJ-MF-R	-\$ Adjustment-Max Fees-Reg		0.00
ADJ-MF-V	-\$ Adjustment-Max Fees-TypV		0.00
ADMIN	SF Admin Fee-Excluding Tickets		70.50
Citations	Outstanding Tlx from TMS		0.00

Description:
GL Code:
Unit Price:
☐ **Surcharge (%):**
☐ **Inactive**

Automation of Fees

The previous section described how the storage fees associated with a vehicle are automatically calculated based on a daily rate using the recorded storage check-in and check-out times. Standard tow fees and other required fees such as standard administrative fees, fines, and penalties can also be automatically applied to the vehicle. The DTS service price item automation configuration parameters allow for any number of fees to be automatically applied at the point that the towing event has been recorded as completed. The types of fees that get applied automatically can be controlled based on various parameters such as:

- Reason for the tow
- Towed vehicle class
- Towing equipment utilized

Based on the standardized fees configuration capabilities combined with the automated fee generation configuration capabilities, the invoices for virtually all vehicles can be automatically generated with the click of a button. There is no need for the user to manually add the required fees to the invoice on a one by one basis. The advanced invoice generation capabilities of DTS provide ample controls to ensure that all required fees are applied to the vehicle and that the fees are properly calculated.

Payment Processing

AutoReturn understands that the City will employ the cashiers that will collect payments from vehicle owners for the redemption of vehicles and that these payments will be posted used the cashiering software application provided by the City. AutoReturn will utilize the DTS impound management system to manage the vehicles held within the pounds and to generate the necessary invoices that itemize the towing and storage fees and fines that must be paid by the owner to claim the vehicle. The standard DTS invoice can be generated automatically when the vehicle owner comes to the impound facility to redeem his or her vehicle. The invoice can be printed and provided to the owner prior to the owner proceeding to the City cashiers for payment processing. When the invoice is issued to the vehicle owner it will provide the full amount of fees owed for the vehicle and have an open balance matching the total fees to be collected by the City cashiers. Once the vehicle owner has paid all the required fees and given a payment receipt by the City cashier, AutoReturn will release the vehicle to the owner within 15 minutes of being presented with a valid payment receipt and the validation of the individual's authorization to legally claim the vehicle.

To properly account for all the required fees being collected, AutoReturn will define a special payment type in the DTS system to represent the payment receipts issued by the City cashiers. The payment receipts will be posted in the system to offset the invoice balance, much like normal cash, credit card, or check payments would be applied to the system. This approach of closing out all invoices within DTS by recording the payment receipts issued by the City will allow AutoReturn to provide the City with invoice and payment processing reporting that can be used to reconcile all fee and payment processing activity on a daily basis. All of the invoice details and payment processing information is captured in the DTS system and readily accessible on the "Invoice" tab of the "Call Worksheet" window that is the primary view into any given vehicle record within the system. An example of this screen is provided on the following page.

DTS Call Worksheet – Billing Invoice Information

Call Worksheet

File Utilities Message(s) Help

Unread Message(s)

Call # AUTO 0000000264957 DR # 0710011009 Tow Date 10/01/2007 Status RELEASED

General

Company: San Francisco AutoReturn
 Account: Police Dept. - San Francisco
 Caller: 1010442 Call Back: Ref No: Recovery
 Reason: REC/RS1
 Call Type: Class: Equip: Reg

Motor Club

Name: Mem # Call Back Exp. Date Service Level Cost Limit Mlg Limit / Rate Auth # Send To Driver

Services

Driver	Service	Cust	Qty	Price	Amnt
BAT	StorePsngr	SFPDX	2.00	50.00	91.75
BAT	ADMIN	SFPDX	1.00	70.50	70.50
BAT	TowP	SFPDX	1.00	168.25	168.25

Vehicle

Year: 1995 Make: HONDA
 Model: CIVIC Color: WHITE
 Body: 2D 2 DOOR ID#
 License: 3NLV700 State: CA NOID
 Odom: VIN: 2JHDK1128SH567279
 Lic Tag Yr: 2007 Lic Tag Month: APR

Location

ID: Address: 300 GRAYSTONE
 Cross St: IRON
 City: San Francisco
 State: CA Zip: Zone: 003 0

Destination

ID: Destination: Pier 70
 Address: 400 22nd St
 Cross St: San Francisco
 City: San Francisco
 State: CA Zip: Zone:

Owner/Lien Holder

RELEASED TO
 First Name: JOE
 Last Name: SMITH
 Address: 2758 HARRISON STREET
 City: SAN FRANCISCO
 State: CA Zip: 94110
 Phone: Ext:
 Company: A1234567
 License: CA Swipe License

Owner/Lien Holder **Billing Addr** **HD Towing**

Notes:

2007-10-02 14:24 : AAA INSURANCE WILL PICK UP THE VEHICLE ... ANA

Billing

Inv#	Tax	Disc	Balance	Inv Total
364853	\$0.00	\$0.00	\$0.00	\$330.50

Log Storage Lien Sale Invoice Search

Call Customer Driver Invoice Admin

New Cancel Call Save

Invoice and Payment Processing Reconciliation

DTS provides automated, real-time reports to extract billing invoice and payment information from the system. This data can be used to feed financial reporting and accounting activities outside of the system. All of the report data can be extracted in MS Excel or other electronic (e.g. CSV file) formats that can be used as an electronic feed of information for downstream processes. There are two specific reports that support the invoice and payment reconciliation process:

- **Sales Analysis Report** – This report provides detailed information on invoices organized by service price item “codes” for account summarization.
- **Payments Received Report** – This report provides the detailed information for all payments processed within the system (including any City payment receipts posted as a special payment type).

The billing invoice and payment information is maintained in the ARIES Data Warehouse, which facilitates custom reporting and automated data extraction for integration with downstream financial reporting and accounting applications. Examples of these two reports are depicted on the following pages.

Sales Analysis Report

Report Date: 01/20/2008

AutoReturn

Proposal to the Chicago Department of Streets & Sanitation and Department of Revenue

Payments Received Report

Payment Received Report

Date Range: 10/01/2007 To: 10/01/2007

Report Date: 01/20/2008

DR No	Customer	License	State	Received By	Driver	Payment Date	Ticket No	Invoice	Chk/CC No	Payment Type	Invoice Amount	Payment Received
709301109	SFPDPTX	6W78733	CA	acarfer	CTS	10/1/2007		364257		Credit Card	238.75	238.75
709301053	SFPDPTX	3MWW451	CA	acarfer	GET	10/1/2007		364258		Credit Card	280.50	280.50
709061074	SFPDPTX	16V4292	CA	acarfer	SLT	10/1/2007		364259	16038	Check	792.00	792.00
709301111	SFPDPTX	5MZZ5153	CA	acarfer	BAT	10/1/2007		364260		Cash	280.50	280.50
709071117	SFPDPTX	5KFE991	CA	Igeray	PTS	10/1/2007		364261	163427	Check	1,530.50	1,530.50
710010025	SFPDPTX	5WHW309	CA	thomas	GGT	10/1/2007		364262		Credit Card	281.50	281.50
710010040	SFPDPTX	5ZTN712	CA	aandrade	GET	10/1/2007		364263		Credit Card	238.75	238.75
710010046	SFPDPTX	5YGV644	CA	thomas	BES	10/1/2007		364264		Credit Card	281.50	281.50
709290037	SFPDPTX	4EMT996	CA	aandrade	GGT	10/1/2007		364265		Credit Card	380.50	380.50
709301078	SFPDPTX	4VWLW948	CA	aandrade	PTS	10/1/2007		364266	123	Check	280.50	280.50
710010033	SFPDPTX	5YBL545	CA	thomas	GET	10/1/2007		364267		Credit Card	238.75	238.75
709301112	SFPDPTX	5SYF042	CA	vcastanon	SLT	10/1/2007		364268	1018	Check	280.50	280.50
710010035	SFPDPTX	8K28062	CA	vcastanon	AST	10/1/2007		364270		Credit Card	281.50	281.50
710010028	SFPDPTX	6B29866	CA	thomas	GET	10/1/2007		364271		Credit Card	238.75	238.75
710010043	SFPDPTX	16AUES	NV	vcastanon	BBT	10/1/2007		364273		Credit Card	281.50	281.50
710010027	SFPDPTX	5YBA170	CA	thomas	BES	10/1/2007		364274		Credit Card	265.25	265.25
709291096	SFPDPTX	4PXN445	CA	vcastanon	GGT	10/1/2007		364275		Credit Card	380.50	380.50
710010056	SFPDPTX	6AB4455	CA	aandrade	LOM	10/1/2007		364276		Credit Card	238.75	238.75
709290125	SFPDPTX	5WUJ412	CA	thomas	GET	10/1/2007		364277		Credit Card	380.50	380.50
710010057	SFPDPTX	4KNP748	CA	aandrade	BES	10/1/2007		364278		Credit Card	238.75	238.75
709301123	SFPDPTX	5AJH158	CA	vcastanon	NTS	10/1/2007		364279		Credit Card	280.50	280.50
709301025	SFPDPTX	EBL3442	OH	aandrade	PTS	10/1/2007		364280	2202	Check	373.25	373.25
710010028	SFPDPTX	6AWN124	CA	alugo	GET	10/1/2007		364281		Credit Card	238.75	238.75
709251031	SFPDPTX	5NCC220	CA	vcastanon	NTS	10/1/2007		364282	7913448	Check	580.50	580.50
709281020	SFPDPTX	4BNH182	CA	vcastanon	BES	10/1/2007		364283		Credit Card	430.50	430.50
709251068	SFPDPTX	6AHL087	CA	thomas	LOM	10/1/2007		364285	1076	Check	580.50	580.50
709300017	SFPDPTX	5DHJ178	CA	aandrade	NTS	10/1/2007		364286		Credit Card	330.50	330.50
709301091	SFPDPTX	3RCJ516	CA	alugo	LOM	10/1/2007		364287		Credit Card	280.50	280.50
710010044	SFPDPTX	5ZGU909	CA	aandrade	BES	10/1/2007		364289		Cash	238.75	238.75
710010031	SFPDPTX	5VDZ974	CA	thomas	AST	10/1/2007		364290		Credit Card	238.75	238.75
709251009	SFPDPTX	7N56457	CA	alugo	CTS	10/1/2007		364291		Credit Card	200.00	200.00
709281047	SFPDPTX	2E86747	CA	alugo	SLT	10/1/2007		364293		Credit Card	430.50	430.50
710010045	SFPDPTX	4NIR806	CA	thomas	NTS	10/1/2007		364294		Cash	238.75	238.75

AutoReturn

Improper Removal of Vehicles

AutoReturn understands that the company is solely responsible if for any reason a vehicle is found to be missing from the Auto Pound or is released improperly without payment. AutoReturn has redundant controls implemented to prevent the improper removal of vehicles from its impound facilities. Nonetheless, the company recognizes that should a vehicle be removed improperly, AutoReturn must reimburse the City for all applicable fees and fines had the vehicle been redeemed through the normal process and payment collected for the vehicle release. Should a vehicle be removed improperly, the applicable fees and fines will be calculated to include all days the vehicle would have remained in storage prior to its normal disposal or release.

Reimbursement

AutoReturn prides itself on having the necessary procedural controls in place to prevent the improper removal of vehicles from its impound facilities, as well as the accounting controls to ensure that all applicable fees and fines are calculated and applied correctly. Should there be any failure in these controls resulting in a revenue shortage, AutoReturn will cooperate fully with the City to determine the exact amount of the shortfall, providing all the necessary reporting to support the revenue shortfall analysis. Likewise, AutoReturn understands that the City will bill the company for any revenue shortfall amounts and the company agrees to provide prompt payment. Should the payment not be provided promptly, AutoReturn acknowledges that the City may offset any revenue shortfall amount against any amounts the City may owe to AutoReturn.

6. Vehicle Release

Vehicles will be released from the auto pound facility pursuant to Chicago Municipal Code 9-92-80. Notices will be clearly posted to inform owners or other persons entitled to possession of a vehicle of the current fees and hearing procedures. Each facility is configured with an area to allow safe staging and removal of outbound vehicles. These vehicles are Released Tow vehicles, Transfers, or Auction Purchases, and can be removed under their own power, or via transport vehicles. AutoReturn will design the vehicle pick-up area with respect to employee and customer safety, as well as efficient traffic flow.

7. Customer Service Overview

Chicago residents and visitors deserve the highest levels of service when interacting with businesses and the City government. As the Company has done in San Francisco, AutoReturn will completely revamp and remodel the existing towing, storage, and retrieval processes, and exceed customer expectations. Exceptional customer service is a cornerstone of AutoReturn's business operations. AutoReturn believes that excellent customer service makes what could be considered an unpleasant experience for vehicle owners into one that is as fast, efficient and hassle-free as possible. This also reflects positively on the CPD, the Department of Streets & Sanitation and the Department of Revenue as the administrators of the Contract, as well as on the City of Chicago as a whole. We have set an outstanding example of public service in the City and County of San Francisco and intend to do the same in Chicago. We will improve the public's perception of the towing and retrieval process by delivering service above and beyond customer expectations. We will do this with fast, friendly, knowledgeable responses and resolutions to all inquiries and service requests from customers.



AutoReturn has built customer service into its entire operations—from the bottom up and top down — through training, incentives and thorough performance measurement. The management team is comprised of industry professionals, all of whom are true advocates of excellent customer service. Every employee is a service representative — trained and equipped to handle customer inquiries and service needs.

AutoReturn is a 24x7x365 operation. At all times, we maintain sufficient operational

staff and equipment to respond to requests and provide all towing services required by our municipal clients. AutoReturn also provides customer vehicle retrieval services – 24 hours a day, 7 days a week, 365 days a year, including all holidays.

The secret to success of any services-oriented business is the quality of its employees, at all levels of the organization, combined with the well-defined business processes and technology tools that enable staff members to achieve service excellence. AutoReturn is committed to hiring the best individuals possible and providing them with the developmental and managerial support as well as leading edge technology to allow us to provide both the City its citizens the highest level of service possible.

AutoReturn's corporate philosophy and business model is built on thorough training, ample compensation and incentive programs to ensure outstanding customer service. The primary objective behind our compensation and rewards programs is to empower all of our employees to build excellence into the tow, storage, and retrieval processes.

AutoReturn's Keys to Excellent Customer Service – AutoReturn has built customer service into its entire operations – from the bottom up and top down – through training, incentives, and thorough performance measurement. The following points highlight some of AutoReturn's management practices that drive exceptional customer service:

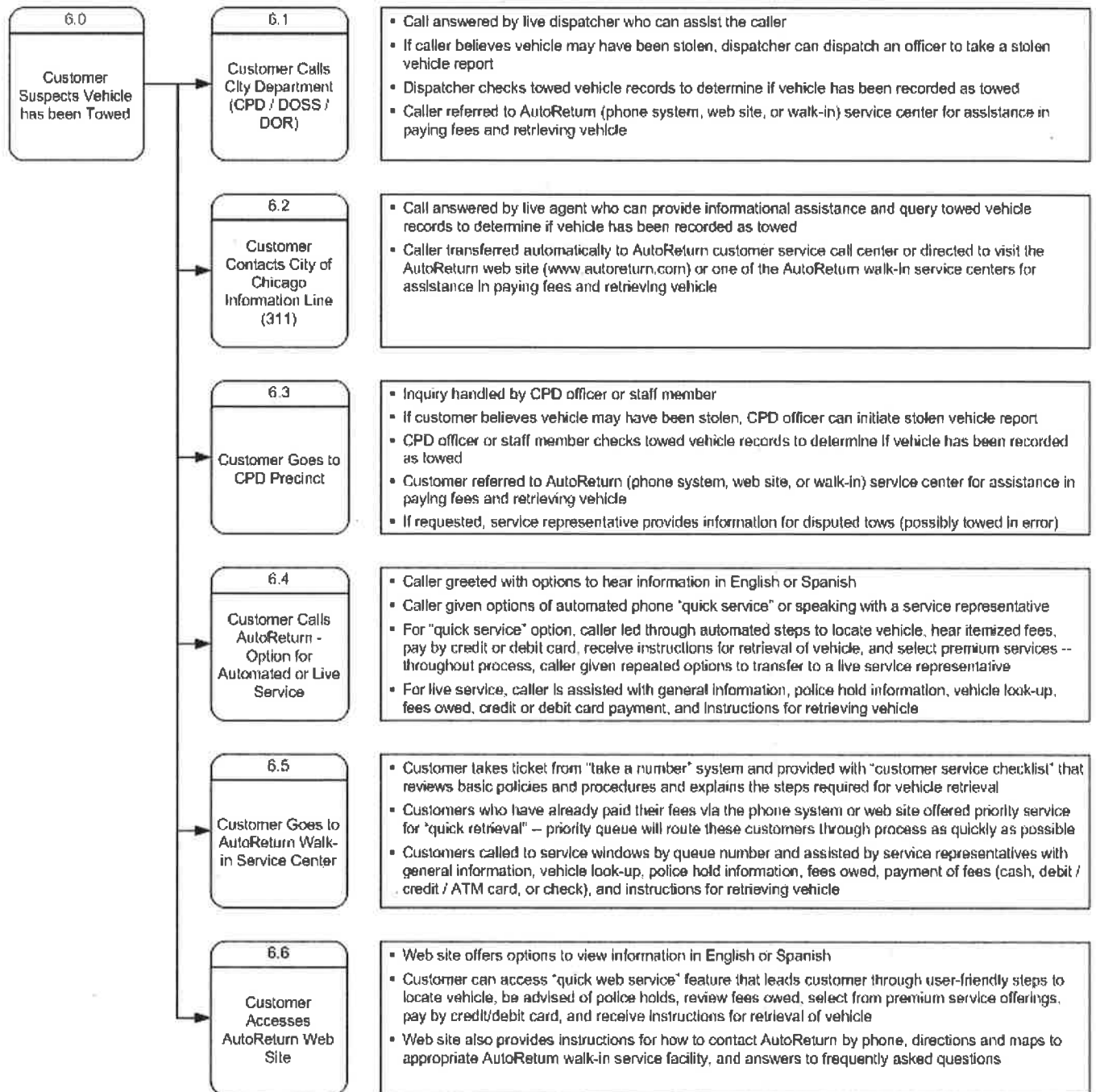
- **Customer Service Functional Training** – AutoReturn provides standardized customer service training for all staff. Training is based on the general fundamentals of superior service, including customer interaction skills and problem resolution techniques. This training encompasses developing and conveying a friendly and professional demeanor towards customers and responding to customer inquiries as quickly and efficiently as possible.
- **Technical and Procedural Training** – All AutoReturn staff are well-trained in the use AutoReturn's internal systems used to provide information and service to the public. AutoReturn's service professionals are also trained in City regulations and policies regarding reasons for towing, guidance on ways to improve parking habits, and other guidelines for City street parking.
- **Professional Service Facilities** – AutoReturn maintains all of its service facilities according to professional standards for comfort and cleanliness that promote a positive service experience.
- **Proactive Service Level Management** – AutoReturn proactively measures its customer service performance in real-time, which allows managers and supervisors to respond to shifting demands for service.
- **Proper Incentives** – AutoReturn's corporate philosophy and business model is built on competitive compensation and incentive programs that ensure outstanding customer service. The primary

objective behind our compensation and rewards programs is to empower all of our employees to build excellence into the tow, storage, and retrieval processes.

- Continuous Improvement and Feedback Loop –AutoReturn is committed to continuous improvement by soliciting feedback from customers, including the public, CPD, and other City agencies. AutoReturn will offer customers prepaid postage feedback forms at the walk-in service centers and by mail when requested. Customer service staff members ensure that feedback information collected from customers is captured in our systems to generate ideas and contribute to developing service improvements. Feedback forms are also available on our website.

AutoReturn is deeply committed to providing outstanding customer service throughout our towing and vehicle release operations. The remainder of this section describes AutoReturn's customer service-oriented processes and the channels of service that are designed to exceed the expectations of our customers and the City. A summary of the customer service flow is presented in on the following page.

Overview of AutoReturn Customer Service Process



Timely Capture of Information: Speeds and Improves Vehicle Retrieval Process

When retrieving a towed vehicle, Chicago vehicle owners want fast and efficient service. Expediting the vehicle retrieval process is one of AutoReturn's main goals. The way we accomplish this is ensuring streamlined activities at each step of the vehicle retrieval process. In our San Francisco operation, the average time a customer waits to be served is 82 seconds and average time taken servicing each customer service time is 211 seconds – proof that we get our customers in and out quickly and efficiently.

Technology has enabled tremendous breakthroughs in providing service to customers. AutoReturn's fundamental service model is structured around maximizing all that we can do to make the service experience better for both the customer and our employees. AutoReturn's customer service employees have the training and tools that allow them to provide quick, efficient, and courteous support to our customers. As in other areas of the company's operations, the technology for the service team is tailored to the needs of this critical function.

Through AutoReturn's ARIES technology platform, the customer service staff has continuous access to all information pertaining to a towed vehicle's location and status. This begins the moment a tow is dispatched to pick up a vehicle and continues through to the final step in its release or disposal as an unclaimed vehicle. At any time during this process, customer service staff can relay to customers vital information about fees, release requirements, and applicable state and local motor vehicle rules and regulations. This has enabled AutoReturn to revolutionize the vehicle retrieval process, transforming it from a "tow-centric" to a "customer-centric" model.

"Access to information at the point-of-tow is, perhaps, the single most important factor that makes AutoReturn's approach customer-centric versus tow-centric."

John Wicker, CEO, TEGSCO

AutoReturn's industry changing towing practices provide several advantages to the City:

- There is no time delay between when a vehicle is towed and when the vehicle information is available through our tow tracking system.
- The vehicle owner (via phone, Internet or walk-in center) will know exactly where their vehicle is at any given time. They will also have access to clear instructions on how to retrieve the vehicle.
- The City will have complete, real-time access to all the information related to each tow.
- Ready access to critical data enables AutoReturn to provide excellent customer service.

Our customers have instantaneous access to the information and can get specific vehicle retrieval information by three main service channels:

- Channel 1: Customer Service Center ("Walk-in Service")
- Channel 2: Phone Service
- Channel 3: Internet Service

Each of the three service channels provides customers and City officials with real-time information and service through the use of the common underlying systems and databases. The next sections detail the process and the channels that customers can use to access service and information. AutoReturn has developed processes and access points that make it easy for today's busy individuals to quickly gather complete information about their car and expedite its release, allowing them to get on with their day.

8. Customer Service Centers

Channel 1 – Customer Service Center (“Walk-in Service”)

The customer service centers provide the most direct service to our customers through face-to-face, personalized interactions. AutoReturn’s towing operations model for Chicago calls for vehicles (in most cases) to be towed to the facility that is nearest to the tow location. This means that customers can quickly get to the appropriate service center from wherever the vehicle is located at the time that it is towed.

AutoReturn’s customer service centers will be sufficiently staffed to prevent unnecessary wait times and to expedite vehicle releases. During the business day and extending through peak hours, the centers are staffed with representatives as well as managers and team leads to handle escalations and address concerns. All service representatives are trained in a consistent manner across all AutoReturn service operations. All representatives are thoroughly trained in service excellence as well as extensive AutoReturn policies and procedures, the particulars of the towing industry, and state and local motor vehicle regulations. For more information on our policies and procedures, please see **Appendix N: AutoReturn Policies Manual** and **Appendix O: AutoReturn Procedures Manual**.

Multilingual Slide Shows on Flat Panel Televisions

In the customer service area, AutoReturn will install at least two 20" flat panel monitors to run a City-approved, continuously looping, multi-lingual slide-show to inform vehicle owners about the impoundment and redemption process.

Sophisticated Queue Management Technology

AutoReturn utilizes modern queue management technology within its walk-in service centers to improve the quality and efficiency of the customer service experience and capture detailed metrics on the walk-in service wait times and overall performance. When customers enter the service facility, they first stop at a user-friendly kiosk that allows the customer to “check in” for service and be routed to the most appropriate virtual “queue”. This eliminates the need for customers to stand in line waiting for service and allows them to move freely around the customer service center lobby, taking advantage of seating provided for the comfort of customers while they wait. The average customer wait time at our San Francisco walk-in center is 73 seconds.

The kiosk serves as a virtual greeter, providing the customer with a numbered ticket that indicates their place in the queue as well as other useful information to help streamline the customer service experience. The kiosk supports multiple languages, currently offering service in English and Spanish, with the option for additional languages to be added in the future. The queue system includes a large, wall-mounted display monitor that provides customers with a real-time graphical display of the current queue status and each customer’s individual place in the queue, by their queue number. When the next customer service representative becomes available, the queue system issues an audible multi-lingual announcement directing the customer, by their queue number, to the service window of the available agent. The queue system keeps detailed information about each customer, including the customer’s arrival time, the time at which the customer is called to the service window, and the point at which the customer’s service needs have been satisfied. The figure on the following page illustrates the essential features and capabilities of the queue system.

Proposal to the Chicago Department of Streets & Sanitation and Department of Revenue

Automated Queue Management and Self-Service Kiosks



Proactive Monitoring of Service Metrics

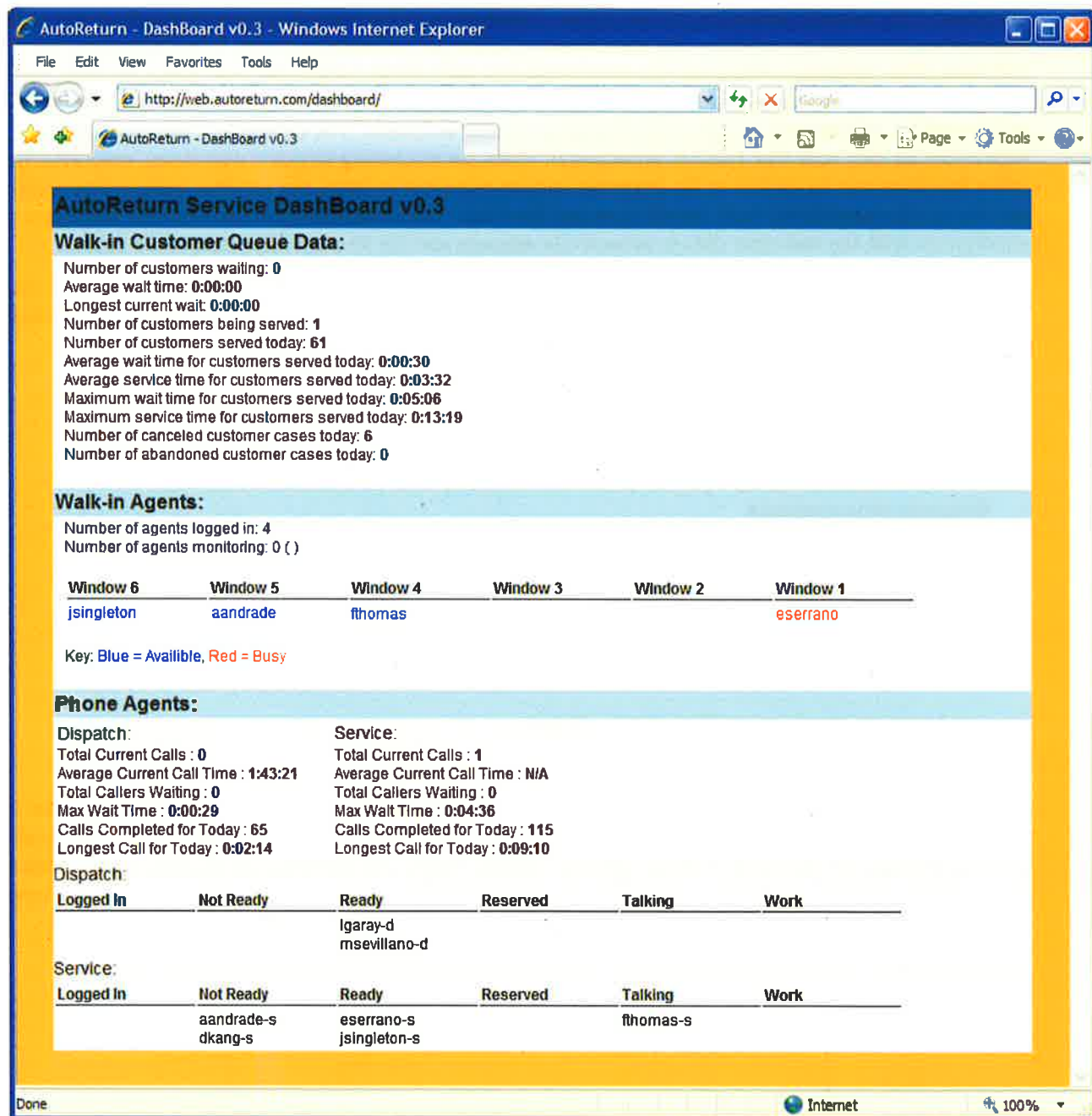
To proactively monitor customer service levels, AutoReturn utilizes the extensive monitoring and reporting capabilities provided by ARIES. The AutoReturn Dashboard (illustrated on the following page) provides real-time data regarding critical service level measures such queue length and wait times for both walk-in and phone service. Customer service supervisors and managers use this screen to track responsiveness and make staffing adjustments to meet with changing service demands. For example, if the manager or supervisor on duty sees that walk-in service wait times are exceeding targeted wait times, resources from other functions can be shifted to the customer service windows to bring the services back in line with desired service levels expected by both AutoReturn and the City. The Dashboard provides service managers and supervisors with the real-time data to proactively manage service levels within acceptable limits.

In addition to the real-time Dashboard and other proactive alerting tools, ARIES provides detailed reporting to document all aspects of customer service performance. The range of reports includes the following partial list, each of which can be generated for varying periods of time (monthly, weekly, daily):

- Periodic service volume measures:
 - Total number of phone calls
 - Total number of walk-in customers
- Response time measures:
 - Average / maximum phone queue wait times
 - Average / maximum walk-in service wait times
- Service time measures:
 - Average / maximum phone service times
 - Average / maximum walk-in service times

AutoReturn will work with the Department of Streets and Sanitation and the Department of Revenue to establish the levels of service desired by the City. The service level metrics reports will be made available to the City through a secure area of AutoReturn's website, where City officials can directly access these reports on an on-demand basis to monitor activities within the AutoReturn service centers. AutoReturn's reporting capabilities as well as sample reports are provided in **Appendix K: AutoReturn Sample Reports**.

AutoReturn Dashboard: Proactive Management of Critical Service Levels



9. **Phone System – 311**

Channel 2 – Phone Service

Customer Service Representatives: Our customer service representatives are available at all times (365 days – 24 x 7) to respond to calls from our customers. AutoReturn provides a single, publicly available customer service telephone number that the public can call for information regarding towed vehicles. The customer service phone number is separate and distinct from the non-public, dedicated number that is used by the City to contact AutoReturn regarding tow requests and other inquiries from the City. The phone system provides two main alternatives to callers (with the option to easily switch from one to the other mid-stream):

- Navigate through AutoReturn’s interactive voice response (“IVR”) self-service options
- Speak to a customer service representative

Both the self-service and agent-assisted options provide the customer with the ability to obtain vehicle information and pay all fees required to obtain the release of a vehicle. At any point in the IVR self-service workflow, the caller can opt to break out of the automated system in order to speak with a live service representative.

AutoReturn strives to answer all calls with a “live” service representative within the service metric guidelines negotiated with the City. Callers will never receive a busy signal as all incoming calls are held in an automated queue until the next service representative becomes available. All callers are greeted with an intuitive automated telephone menu that provides self-service capabilities, as well as an easy transfer option to a live telephone representative. For callers waiting to speak to a customer service representative, the phone system provides the caller regular updates of the caller’s status in the queue. The system notifies AutoReturn staff when acceptable service metric “threshold” values are exceeded. The proactive notifications allow AutoReturn managers and supervisors to make staffing adjustments to respond in real-time to service level issues.

Sophisticated Automated Phone Technology: AutoReturn’s call center is built on top of the industry leading Cisco “Voice over IP” (“VoIP”) telephone system, including high-tech interactive voice response (“IVR”) technology. The Cisco VoIP telephone system integrates with AutoReturn’s proprietary ARIES system to support state of the art self-service capabilities to customers that include:

- Vehicle lookup by entering the license number on the phone key pad (and through voice recognition in the future)
- Retrieval of vehicle status and instructions for obtaining the vehicle’s release
- Self-service payment processing with credit and debit cards (allows the customer to bypass the walk-in service process)
- Ability to transfer to a live service representative at any time (by pressing “0”)
- Measurement of key call statistics to produce reports on required service levels management

The phone system utilizes the IVR capabilities to provide basic information to callers in multiple languages (English, Spanish, and potentially others if desired) for the diverse Chicago population and its visitors. AutoReturn deploys its telephony infrastructure with all of the necessary telephone lines, hardware, software, and ensures that the configuration of the automated phone system is robust enough to handle peak call volumes and workloads.

The capabilities of the automated phone system are highlighted in the figure on the following page and the full details of the automated call flow are outlined in **Appendix M: AutoReturn Phone System Self-Service Flow**. This plan visualizes how the design of our telephony systems allows AutoReturn to provide timely and accessible phone access. Additionally, this plan highlights the cutting edge features that are offered to customers in the automated phone system.

Automated Phone System Complies with Chicago Requirements

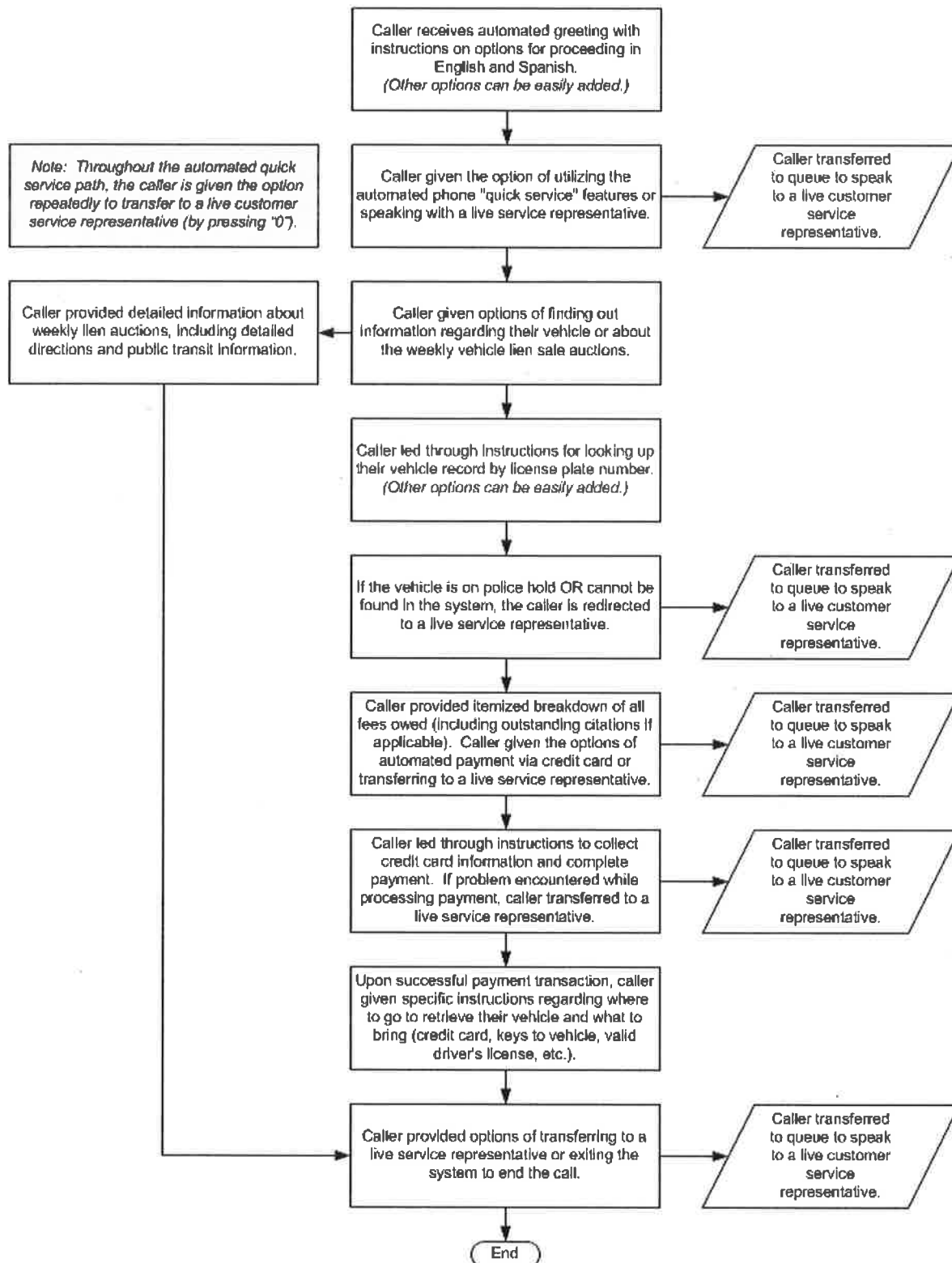
The AutoReturn phone system is already operational 24 hours a day 7 days a week, and provides a wealth of information in both English and Spanish. Our system is easy to configure and upon contract award, will be modified to comply with the requirements set forth in the Scope of Services XIII.B.

The phone system currently handles more than 12 calls simultaneously and enables the vehicle owner to retrieve any and all of the following information:

- Pound where Vehicle is impounded
- Charges necessary to redeem a Vehicle
- Towing & Daily Storage Fee Schedule
- Inventory Number
- Pound locations
- Claim Inquiry
- Operating hours of each Pound
- Necessary documents to prove ownership
- Pound phone numbers

The system also enables callers to exit the automated system and speak to a live customer service professional at any point.

AutoReturn - Automated Phone System Call Flow



10. Website – 311

Channel 3: Internet Service

Vehicle owners will be able to access the AutoReturn website (<http://www.autoreturn.com/>) to obtain information and to process the release and return of their vehicles. The existing AutoReturn website for San Francisco will be enhanced to include specific content and features to meet the needs of Chicago. Once the AutoReturn website has been enhanced for Chicago, it will offer a complete array of Chicago-specific content and a robust set of self-service capabilities:

- Vehicle lookup by the following parameters:
 - Vehicle License
 - Vehicle Identification Number (“VIN”)
 - Vehicle Make
 - Vehicle Model
 - Vehicle Year
 - Vehicle Color
 - Tow Date
- Retrieval of vehicle status and instructions for obtaining the vehicle’s release
- Self-service payment processing with credit and debit cards (allows the customer to bypass the walk-in service process)
- Contact information (phone / fax / email)
- On-line form for submitting service inquiries, feedback, and complaints
- On-line form for initiating a vehicle or property damage / loss claim
- Maps to customer service and storage lot locations
- Answers to frequently asked questions (“FAQs”)
- Vehicle auction information:
 - List of vehicles for upcoming auctions
 - Photos of featured vehicles for upcoming auctions
 - Vehicle auction results for past auctions
 - Auction policies
- User resources & links (provided in both English and Spanish) – useful items include, but are not limited to:
 - City agency contact information
 - Vehicle legal code information
 - Important notices
 - Detailed policies and procedures
 - Downloadable claim and complaint forms
 - Etc.
- Site map

- Website help page

All of these capabilities exist today on the San Francisco AutoReturn website, except the ability to accept self-service payments online (which has been delayed due to decisions by the San Francisco officials and not due technical feasibility concerns). The AutoReturn website vehicle search page is presented in the figure on the following page.

AutoReturn Website (www.autoreturn.com): Vehicle Search Page

The screenshot shows a Windows Internet Explorer browser window with the address bar displaying <http://www.autoreturn.com/find/index.php>. The page features the AutoReturn logo (an orange 'ar' with a white arrow) and a large white arrow pointing downwards. The main content area is titled "Bummer." and contains the following text:

Let's face it. No one likes to be towed.
At AutoReturn, we work hard to make getting your car back fast and hassle-free.
So the worst part of your day is over, and you can get back on the road as quickly as possible.

Quick online service
Select your location:

License plate:

Vin:

 [Basic search](#)

For best results, please provide as much information as possible. It is not necessary to complete all fields.

About us
[Find your vehicle](#)
[Vehicle sales](#)
[FAQ](#)
[Contact us](#)

Feedback?
Have feedback to give us? Need to file a claim? Want to learn more about AutoReturn? We welcome hearing from you.
[Claims](#)
[Feedback](#)
[FAQ](#)

11. Complaint and Claims Resolution

As part of its commitment to superior customer service, AutoReturn takes care to treat all service complaints, vehicle damage claims and personal property claims with the utmost care and professionalism. The group responsible for managing all three of these areas is the Quality Assurance/Claims ("QA") team. For its San Francisco operations AutoReturn has a dedicated team of three (3) QA/Claims professionals. In Chicago, AutoReturn will employ a QA team scaled to effectively meet the needs of our customers.

Across each of its city-specific operations, AutoReturn's Quality Assurance/Claims Departments are the primary responsibility of the Vice President of Towing and Quality Assurance, who has company-wide responsibility for the complaint and claim resolution process as well as proactive programs to reduce the frequency of new complaints and claims. Within each city, the day-to-day complaint and claim resolution process is administered by the local QA/Claims team, led by a local Claims Manager. The Claims Manager in Chicago is ultimately accountable for all QA related matters within the Chicago operations. The Claims Manager is supported by QA Administrators, each of whom will receive thorough training in industry standard practices and AutoReturn procedures for complaint and claim resolution. In addition, the process is supported by the Customer Service team, often as the first point of contact for both complaints and claims.

"Complaints" Versus "Claims"

AutoReturn delineates the process for "complaints" and "claims" as two distinct and differing processes. This is due in part to the method of receiving them: complaints often come directly to Customer Service; and claims usually are received directly by the Quality Assurance/Claims department or through one of AutoReturn's Inventory Control Person who assist customers with the physical release of vehicles. The division is also due to the nature of the processes: complaints are normally due to service issues, whereas claims are focused on vehicle property loss and physical damage. The Customer Service department is thoroughly trained to handle complaints, while the QA/Claims department is best equipped and skilled to resolve claims.

AutoReturn's complaint and claim resolution processes are thoroughly documented in **Appendix P: AutoReturn Complaints and Claims Manual**. Upon Contract award and prior to the launch of the Chicago-based Operations, this manual will be adapted to the specific needs of the complaint and claim resolutions processes that are best suited for the Chicago operations. The initial draft of the Chicago-specific process will be provided to the City for feedback and comments before finalizing the document for operational purposes. It is anticipated that the policies and procedures for Chicago will not differ substantially from those in San Francisco.

Complaint Resolution Process

AutoReturn's philosophy for responding to complaints is very simple and has been remarkably successful in our San Francisco operations. In San Francisco, AutoReturn has had tremendous success with responding in real time to customer concerns and issues in a way that tends to satisfy customers the vast majority of the time, eliminating the need for a formal complaint to be filed. Each and every employee who has interactions with customers is empowered to do as much as possible to resolve customer issues before they escalate into larger concerns. Our Customer Service Representatives and Storage Specialists all receive formal customer service training, including techniques for responding appropriately to customer concerns and issues. Every employee is trained to do whatever is within their control to resolve a customer issue. If the issue cannot be resolved on the spot, the front line employees are trained to escalate the issue immediately to a team lead or manager who can better assist the customer. AutoReturn's team leads and managers have received more intensive customer service training and have been empowered to an even greater extent to resolve customer issues on the spot.

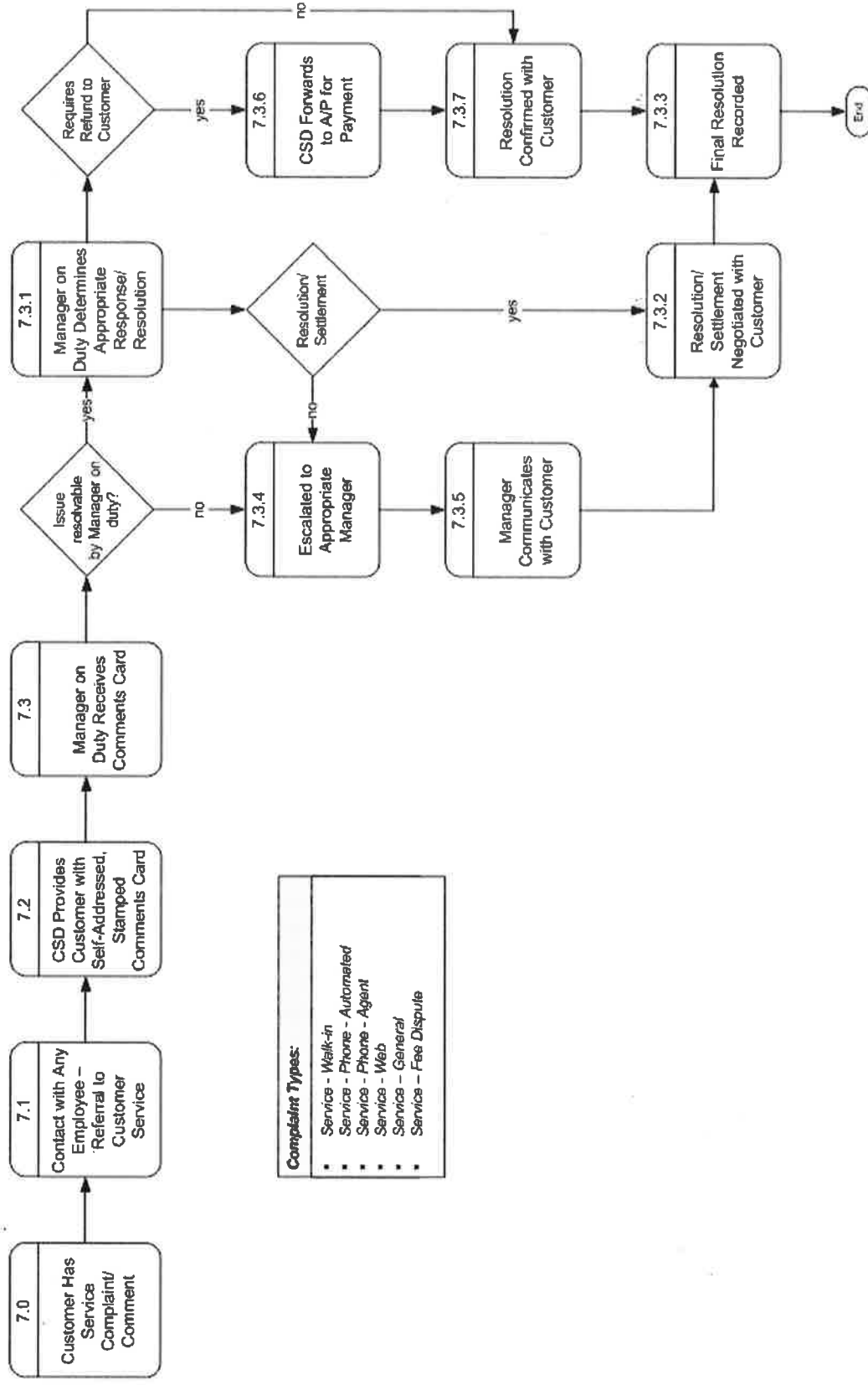
As standard practice, an AutoReturn manager who takes accountability for a customer's issue or concern then takes responsibility for addressing the issue to the customer's satisfaction within minutes, hours, days, or weeks. Each and every customer issue is given the time and attention that it deserves until the issue has been resolved.

Due to this proactive and instant resolution approach, formal (written) complaints are few and far between. These formal complaints are subsequently handled by AutoReturn managers. Prior to AutoReturn, the City of San Francisco was forced to respond to 10 to 20 complaints per month. During AutoReturn's tenure, the number of formal complaints has dropped to fewer than 10 per year.

AutoReturn Will Comply with Chicago Processes and Procedures

The AutoReturn Complaint Resolution Process is depicted on the following page. While AutoReturn prefers to implement its techniques, which have been proven to be highly effective, the Company will adjust its procedures to comply with those outlined in the scope of services.

AutoReturn Complaint Resolution Process Overview



In the rare instances when an AutoReturn customer wishes to file a formal complaint, AutoReturn is equipped to receive the complaint in a manner that best suits the customer:

- Any customer can go to the AutoReturn website and use the electronic comment and complaint form to submit a formal complaint to the AutoReturn Customer Service Team. The on-line complaint form can be viewed on the San Francisco AutoReturn website:

<http://www.autoreturn.com/contact/feedback.php> [online submission method]

- Any customer can fill out the paper version of the AutoReturn Feedback and Comment form, which can be submitted in person to any AutoReturn Customer Service representative, mailed to the AutoReturn office, or returned via fax. The AutoReturn Feedback and Comment form is available to customers at our sites, can be requested by phone, or obtained from the AutoReturn website. The printable form can be viewed on the San Francisco AutoReturn website at the following location:

http://www.autoreturn.com/resources/Autoreturn_Feedback_Form.pdf [printable form]

When a formal complaint has been filed, it is generally because the customer wishes to have an official record of their issue or concern. Whether the issue or concern is filed as a formal complaint or not, AutoReturn takes the same care to ensure that the customer's issue or concern is addressed in a way that best satisfies the customer. AutoReturn's policy is that all customers will receive a response to their formal complaint within five (5) business days and regular status updates until the matter is resolved.

All formal complaints are tracked in a permanent log and reported to the City's contract administrators on a weekly basis as part of the AutoReturn Weekly Management Report

Continuous Process Improvement Based on Customer Feedback

One of the benefits of tracking and reporting on complaints is the opportunity to improve processes in our service. When appropriate, and in keeping with City contract requirements, AutoReturn has made changes and enhancements to its processes and policies to better serve the public. Formal complaints are reviewed by the management team during regular meetings. Occasionally a service change is simple and can be implemented immediately; others are more complicated and may involve dialogue with the City. In both cases, the intent is to ensure the customer needs are addressed and incorporated into AutoReturn's business practices whenever possible.

AutoReturn Comment Card



AutoReturn

AutoReturn strives to provide excellent customer service. We want to do everything we can to continually improve your service experience. Please tell us what we did that you liked or if there is anything we could be doing better. Your feedback and ideas are very important to us.

Thank You, AutoReturn

CUSTOMER COMMENTS

Date:

Customer Name:

Date of Visit:

Name of Customer Service Rep:

Comment/Complaint:

If you would like us to contact you, please fill in the information below and indicate which is your preferred contact method.

☐ Address:

☐ Phone:

☐ Email:

Please return this form to a Customer Service Representative, or by email: service@autoreturn.com.

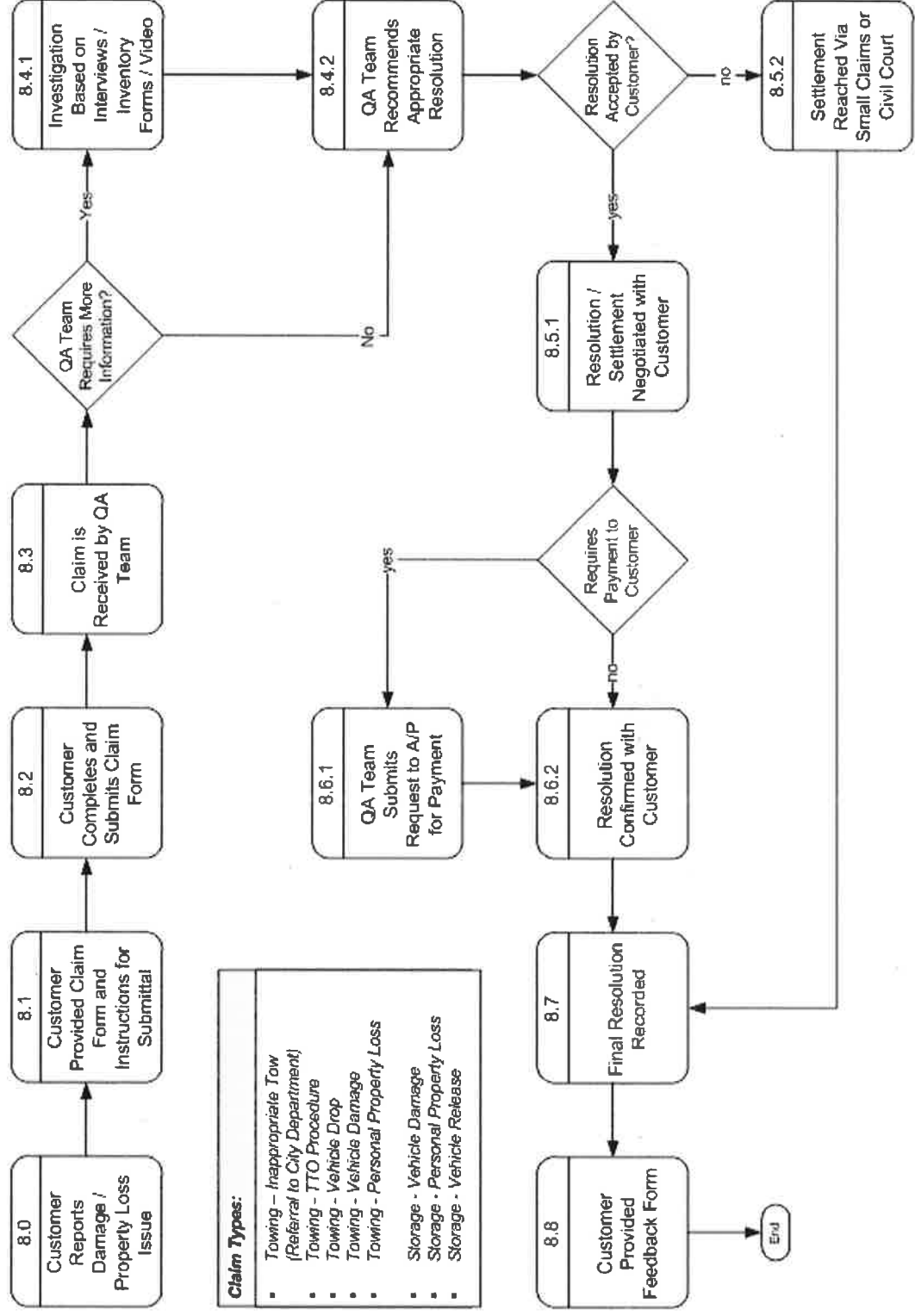
You can also mail it back to us at: San Francisco AutoReturn, 450 7th Street, San Francisco, CA 94103.

Vehicle Damage and Personal Property Claim Resolution Process

AutoReturn's QA/Claims Team is devoted to ensuring that each and every vehicle in our care is returned to the owner in the same condition in which it was towed. As a matter of course in our daily operations, AutoReturn has instituted best practices and policies which reduce the negative impact to vehicles. Both employees and towing subcontractors are trained to understand the impact of claims to the business and their individual performance. Towing subcontractors are measured on their damage and loss rates, which can be tracked down to an individual driver level. Subcontractors who do not meet our high standards of compliance and service face disciplinary action including suspension of duties up to and including removal from authorized towing duties. For its internal staff, AutoReturn has a zero tolerance policy for any property loss and negligent treatment of vehicles. If in the course of an investigation into property loss or damage an employee is found to be responsible, AutoReturn will discipline the employee in a manner that may lead to dismissal.

The AutoReturn Claim Resolution Process is depicted on the following page.

AutoReturn Claim Resolution Process Overview



To initiate a claim for damage or property loss, the customer is given the AutoReturn Claim Form – Damage / Property Loss that is pictured on the following page. The AutoReturn website provides the customer two methods for submitting a claim:

- The customer can also submit a claim electronically using the on-line claim form that is provided on the San Francisco website and that would also be available on the website for Chicago:

<http://www.autoreturn.com/contact/claims.php> [online submission method]

- The customer can download the claim form from our San Francisco website in the same way that the form would be available on our Chicago website:

http://www.autoreturn.com/files/AutoReturn_Claim_Form.pdf [printable form]

AutoReturn Claim Form



CLAIM FORM

AUTORETURN CLAIMS DEPARTMENT
Attn: Claims Administrator
453 7th Street, San Francisco, CA 94103
Phone: 415-865-8225
Fax: 415-865-8250
Email: claims@autoreturn.com

Dispatch Log # _____ Date of Claim _____

CLAIMANT INFORMATION:

Name _____ Daytime Telephone # _____

Address _____ City _____

State _____ Zip _____ E-mail _____

VEHICLE INFORMATION:

Make _____ Model _____ Year _____ License Plate# _____

State _____ Mileage _____

DESCRIBE DAMAGE OR LOSS: _____

I hereby certify that I am the lawful owner or lawfully authorized user of the towed vehicle described above, and that it was, in fact, damaged as a result of being towed or otherwise handled by AutoReturn and/or the San Francisco Police Department, as stated above. I hereby authorize AutoReturn and the SFPD to use, investigate, and confirm the information described above for the purposes of investigating and settling my claim.

I UNDERSTAND THAT THE SUBMISSION OF A FRAUDULENT CLAIM IS PUNISHABLE UNDER CALIFORNIA PENAL CODE §484, AND HEREBY CERTIFY THAT THE FOREGOING DAMAGE CLAIM IS TRUE AND CORRECT.

Signature of Claimant _____ Date _____

ALL CLAIMS MUST BE SUBMITTED THE DAY YOUR VEHICLE IS PICKED UP

(for office use only)

Claim # _____ Rec _____ FC _____

Vehicle Inspected By _____ Date _____

Was previous damage to same part of vehicle indicated on SFPD Inventory of Towed Vehicle? Yes ___ No ___

Comments _____

The QA/Claims department receives the claim form and logs the claim in a tracking system. The QA/Claims department then conducts its research. The customer will receive a final resolution for the claim within five (5) business days.

During the research process, the QA/Claims team follows a progression of steps to determine the root cause. This investigation may include:

- Review of video footage of tow intake and processing
- Interviews of tow company and / or driver
- Interviews of AutoReturn staff
- Interview of customer
- Review hard copies of Inventory reports, from the towing agency and AutoReturn receiving

The QA/Claims team seeks to make a determination of the cause of the damage or property loss. If the QA/Claims team determines that an AutoReturn employee is at fault, the vehicle will be repaired or property replaced at AutoReturn's expense. Likewise, if the determination is made that the towing subcontractor is at fault, the cost of the repairs or lost property is borne by the subcontractor. If the cause was found to be outside AutoReturn's responsibility or occurred prior to the tow event, the claim will be denied through a written letter to the customer highlighting the reason for the denial referencing support evidence and materials.

Generally, the QA team will be the point of contact for the customer. If the customer wishes to escalate a claim or a resolution decision, the Claims Manager is responsible for handling these matters. In the event a claim is escalated, the manager is given full authority to settle and resolve escalated claim issues. AutoReturn's QA/Claims procedures will be modified as needed to comply with requirements in Chicago.

12. Security

Security is a vital and integral part of AutoReturn facilities. Not only do we equip our operations with the best tools to ensure safety and deter negative behavior as discussed in **Section VI.A.c: Facility Improvements, Maintenance, Repair and Security** of this proposal, we believe in fostering a close relationship with our security service provider by giving regular feedback on their performance, and maintaining an open dialogue for preventive measures. The General Manager will conduct regularly scheduled meetings with auto pound managers and key security personnel to review performance and discuss related issues to help maintain consistency. AutoReturn staff will also be trained on ways to protect themselves and visitors from potential harm. The tools and processes that will be used to ensure the effectiveness of our security protocol are discussed in more detail in **Section VI.A.c: Facility Improvements, Maintenance, Repair and Security** and **Section VI.A.g: Auto Pound Equipment and Equipment Maintenance** of this proposal.

b. AUTO POUND STAFFING PLAN

Please see **Appendix D: Organizational Plan** for detailed information regarding AutoReturn's staffing plan.

While considering the staffing plan in **Appendix D: Organizational Plan**, it is important to note that when we took over operations in San Francisco we hired all of the existing (non-management)

employees of our predecessor and grandfathered their existing years of service. AutoReturn will strongly consider taking a similar approach in Chicago to maximize knowledge transfer and minimize job loss.

1. Job Profiles

Job profiles are defined within the staffing requirements section of **Appendix D: Organizational Plan**.

2. Minimum Staffing

As outlined in **Appendix D: Organizational Plan**, AutoReturn intends to staff several personnel in addition to the minimum requirements of the RFP. However, AutoReturn will ensure that the following minimum required positions will be staffed:

- Shift Supervisor
- Front-End Loader (Forklift Operator)
- Inventory Control Person (Vehicle Cleaners / Data Entry)
- Data Entry Clerk / Administrative Assistant
- Auto Pound / Lot Manager
- Gate / Lot Attendant
- Security Officer
- Customer Service Person / Customer Service Representative (Phone Staff & Cashiers)
- In addition, a Quality Assurance Manager (Claims Manager) and Quality Assurance Administrator (Claims Personnel) have been included in the total headcount

3. Heavy Equipment

AutoReturn estimates that each of the four Pounds will require approximately four all-wheel drive forklifts (total of 16), including at least one front-end loader (e.g. Volvo L60/70/90) for moving and loading extensively damaged or large commercial vehicles. Other forklifts must be equipped with wheel-lift/under-lift attachments designed for moving vehicles throughout the lot while lifting either the front or rear tires from the ground.

With interchangeable “bucket” attachments, the loaders will also be used as roadway graders to clear snow from facility traffic lanes. Upon selection as the contractor for the services described, AutoReturn will immediately take the steps to acquire the appropriate lifts and loaders needed in conjunction with transition plan to begin full operations on the effective date of the contract. The equipment will be acquired locally through purchase, lease or a combination of both.

4. AutoReturn Towing Network

AutoReturn has experience and a proven history of effectively managing municipal towing activities in excess of 5,500 tows per month. As we do in our other San Francisco-based operations, AutoReturn will enter into contracts with a number of local towing companies to assemble a fleet of regular and heavy-duty trucks – to be known the “AutoReturn Towing Network.” For more detailed information on the specific tow trucks in The AutoReturn Towing Network, please see **Appendix A: The AutoReturn Team**. AutoReturn has signed up 100% of the certified MBE-WBE companies for the City of Chicago as of March 27, 2009. The remaining towing companies are a team of reputable, local City of Chicago towing service providers. Most of these companies are members of and come highly recommended from the Professional Towing and Recovery Operators of Illinois. Each member has agreed to expand their fleet if needed to support AutoReturn in providing outstanding service to the City.

The Chicago-based towing network will:

- Be maintained and operated in accordance with AutoReturn policies and all applicable regulations
- Be randomly audited by AutoReturn to ensure compliance – (frequent tow truck and operator inspections)
- Be more than adequate to handle any towing situation that may arise - 24 hours a day, 7 days a week, 365 days a year

AutoReturn is fortunate to have a skilled management team with experience handling large-scale municipal towing operations. Dan Scanlan, Vice President of Dispatch, Towing and Quality Assurance, will be an integral resource supporting the Chicago team during implementation of tow operations and beyond. Mr. Scanlan is an expert in the field of towing with 25 years of experience working with AAA and other top-rated towers. In his role at AutoReturn, Dan has leveraged this experience to identify high performing towers and coach poor performers to perform at high levels and provide the City and citizens of San Francisco with superior service from all of the towers within the AutoReturn Towing Network.

As a member of the transition team, Mr. Scanlan will work with the companies identified to participate in AutoReturn’s Chicago Towing Network to drive each of these organizations to meet and exceed the service standards and operational needs set forth by the Company and the City of Chicago. Dan’s experience in providing disparate sets of tow truck operators (“TTOs”) with the necessary tools and coaching to perform at consistently high levels will result in increased service to the City and its citizens alike. The following exhibit contains a preliminary list of organizations that intend to join the AutoReturn Towing Network as Towing Subcontractors upon Contract award by the City.

AutoReturn Towing Network, Chicago

Name of Firm	Address	Relationship	Number of Trucks
XL Towing and Storage, Inc. (WBE Towing Company) Sherry DiVito, President 773-434-9731	3656 West Columbus Ave. Chicago, IL 60652	WBE Subcontractor	6
Higinio Towing and Transportation (MBE Towing Company) Jose Sandoval 708-259-7787	3246 S. 50th Ave. Cicero, IL 60804	MBE Subcontractor	4
Lang's Towing, Inc. David Lang 773-651-9408	6727 S State St Chicago, IL 60637	Subcontractor	11
Rokaitis Industries, Inc. David O'Keefe 773-247-3195	4546 S. Archer Ave. Chicago, IL 60632	Subcontractor	17
Hartz Towing & Transport Regi Hart 708-362-2953	8450 S. Lafayette Chicago, IL 60620	Subcontractor	4
Airline Towing Joshua Lyons Lonnie Bramlett 708-597-0990	S Winchester Ave Chicago, IL 60612	Subcontractor	9
Ambassador Car Carriers Helen Skrocki 708-403-2277	16242 S. 107 th St. Orland Park 60462	Subcontractor	7
Wells Automotive Service Mike Guske 312-943-5720	1317 N. Wells St. Chicago, IL 60610	Subcontractor	7
S&H Towing Steve Woolsey 773-722-2000	3609 W. Harrison St. Chicago, IL 60624	Subcontractor	6
Mikes Towing Lois Wenzel 773-847-5257	3514 S. Archer Ave. Chicago, IL 60609	Subcontractor	8
Patterson's Circle R Towing Roosevelt Patterson, Sr. 773-785-2600	10106 S. Michigan Ave. Chicago, IL 60628	Subcontractor	4

Name of Firm	Address	Relationship	Number of Trucks
Corky's Global Enterprises Cordell Davis 773-264-6015	10841 S Green St Chicago, IL 60643	Subcontractor	2
Chromy's Towing Ralph Chromy 312-666-0966	2021 W Ferdinand St Chicago, IL 60612	Subcontractor	6
D&D Towing & Recovery Service, Inc. Deborah Stewart 708-277-3336	1111 Linden Avenue Bellwood, IL 60104	Subcontractor	1

For more detailed information on the above listed firms, including letters of intent to perform as subcontractors, please see **Appendix A: The AutoReturn Team**.

As appropriate, AutoReturn will assist any eligible but non-certified subcontractors to obtain MBE or WBE certification. AutoReturn believes that many more firms in Chicago may be qualified to become MBE / WBE certified organizations.

AutoReturn will retain these Towing Subcontractors based on their ability to provide timely and courteous service, utilizing equipment that meets the highest standards of appearance, cleanliness, and operation. All tow vehicles will be required to bear the trade name, address and telephone number of the Company and comply with all City and State vehicle code requirements as outlined in **Section VI.A.k: Quantity & Description of Trucks**.

AutoReturn will define strict standards for all tow truck operators in our network, and we will periodically audit compliance with these standards.

Subcontractor Compensation

AutoReturn will compensate its towing subcontractors on a variable price based on towing productivity, tow distance, additional performance metrics (including, but not limited to, responsiveness, service quality, and safety), formal tow truck operator training (both in customer service and towing operations), and compliance with AutoReturn-defined standards for tow trucks and tow truck operators (appearance, maintenance, etc.).

AutoReturn plans to compensate its subcontractor network in a manner that creates incentives to meet attainable goals set for customer service, productivity, tow truck and driver appearance, safety, and driver training. The AutoReturn incentive program is intended to, and has been proven to, raise the bar for the quality of the towing services required of the Contract. The program is designed to reward those subcontractors who put extra efforts into performance improvement, and readily identify those subcontractors that are performing below AutoReturn standards.

As part of our subcontractor agreements and our incentive program, all subcontractors will comply with stated requirements, including proof of insurance, tow truck signage, and identification.

Licenses and Permits

AutoReturn will perform regular, periodic audits of Towing Subcontractors to ensure that all necessary licenses and permits remain up-to-date and valid. At a minimum, these audits will be performed quarterly and formal reports of these audits will be submitted to the City. Furthermore, AutoReturn will comply with requests by the City to perform more frequent audits.

During these quarterly audits, AutoReturn will collect up-to-date copies of company tow permits, proof of insurance and driver's licenses for all TTOs participating in the AutoReturn Towing Network. Throughout the life of the Contract, AutoReturn will maintain up-to-date copies of all permits and licenses and make these documents available to the City at any time.

Uniforms

While driving around and working on City streets, tow truck operators will likely be the most visible individuals involved in the delivery of the Contract services. Each of the TTOs in the AutoReturn Towing Network will exemplify AutoReturn's customer-friendly business philosophy, by acting courteously to the public and being neat in appearance at all times.

Our tow truck operators will wear clean, professional uniforms that adhere to the following requirements:

- City approved photo ID badges shall be displayed on the operator's shirt at all times
- Company name shall be displayed on the back of the shirt

5. *Tow Subcontractor Management*

All qualified Chicago-based towers currently towing for the City will have the opportunity to join the AutoReturn Towing Network as Tow Subcontractors performing services under the Contract. AutoReturn managers will conduct periodic and random compliance audits of all Towing Subcontractors. Audits will include compliance checks with regard to legal code sections as well as all rules and regulations adopted under this Contract. AutoReturn shall provide the Commissioner with regular reporting on towing activities as desired by the City. Upon execution of a Contract with the City, AutoReturn shall offer a standard contract ("Towing Subcontractor Agreement") to identified Towing Subcontractors with a 30-day deadline to accept or reject said agreement.

It is AutoReturn's culture and management directive to be communicative and proactive in providing feedback and constructive criticism to the Towing Subcontractors. A Towing Subcontractor should always feel they have had feedback if they are doing well and that performance issues are brought up to them in a timely and professional manner.

In situations where there are performance problems, Towing Subcontractors may not be willfully doing something that violates our policies and may just need guidance. AutoReturn is committed to providing clear, direct, and timely coaching and guidance to its Towing Subcontractors on a regular basis.

Coaching and Guidance

AutoReturn will work with our Towing Subcontractors on a regular basis to coach and guide them to perform at the highest achievable levels. Providing regular and constructive feedback to Towing Subcontractors has proven to significantly reduce the need for disciplinary action and improve the overall success of the operation.

Providing effective coaching and constructive feedback can be difficult, time consuming, and challenging, but the benefits to the Towing Subcontractors, AutoReturn and the City are numerous:

- Towing Subcontractors learn more about their jobs and perform better,
- Working conditions are improved, and
- Productivity and service are maximized.

To effectively coach and guide our Towing Subcontractors, AutoReturn:

- Sets clear expectations;
- Communicates performance standards;
- Measures performance;
- Corrects deviations from performance standards;
- Provides guidance, while preserving the Towing Subcontractor's autonomy; and
- Gives the Towing Subcontractor the opportunity to provide input, increasing their sense of teamwork and commitment to AutoReturn.

Proactive Performance Monitoring

Proactive performance monitoring allows the Towing Subcontractor an opportunity to correct performance. Factors to be considered when giving oral or written warnings are:

- How many different offenses are involved,
- The seriousness of the offense(s),
- The time interval and Towing Subcontractor response to prior disciplinary action(s), and
- Previous performance and work history of the subcontractor.

In a proactive performance monitoring process, the severity of a penalty increases with each infringement of the rules. By utilizing a proactive performance monitoring process, we benefit as a company by working with our Towing Subcontractors to retain them as productive representatives of the operation without immediately resorting to suspension or termination. Typically, the progression is:

- **Verbal Warnings** – the Towing Subcontractor will be given a verbal explanation of the errant behavior, including a reiteration of the AutoReturn policy regarding that behavior. In addition, the Towing Subcontractor will be advised of the consequences of further infractions of the rule in question. This verbal warning will be performed by AutoReturn staff. If no further violations occur with regard to the issue raised at the verbal warning stage, no further disciplinary action will be taken.

- **Written Warnings** – the Towing Subcontractor will be given a written explanation of the errant behavior, including a reiteration of the AutoReturn policy regarding that behavior. In addition, the Towing Subcontractor will be advised that continuation of the problem will lead to exclusion from towing operations for a stated period of time. As with the verbal warning, the Towing Subcontractor will be given an opportunity to change the unwanted behavior, and if the behavior does not recur, no further disciplinary action will be taken.
- **Suspension** – if verbal and written warnings fail to bring about a change in the undesired conduct, the Towing Subcontractor will be excluded from the list of available Towing Subcontractors for a stated period of time and will be informed that further occurrences of the conduct will lead to cancellation of their Towing Subcontractor Agreement with AutoReturn.
- **Cancellation of Towing Subcontractor Agreement** – this is the final step in the performance monitoring policy. After all appropriate steps have been followed (or in exception cases, the immediate response to an illegal behavior or gross violation), the Towing Subcontractor Agreement will be cancelled.

Efficient and Equitable Tow Distribution Process

AutoReturn has a proven history in distributing tows in an efficient, fair and equitable manner. Because the Company does not own any tow trucks, there is no conflict of interest in the distribution of towing activity. AutoReturn's technology systems support the application of intelligent dispatch rules. While these systems are flexible and possess the capability to enable a variety of dispatch models, we generally recommend dispatch rules that increase efficiency and eliminate inequities in the system; for example, the system is designed to automatically determine and dispatch the tow request to the appropriate Towing Subcontractor by applying a flexible set of rules, such as the closest available Towing Subcontractor with the necessary equipment. Alternatively, the system can utilize a rotation of companies assigned to a given zone. The ability to standardize a set of rules into our flexible dispatch system, along with the fact that AutoReturn does not own tow trucks itself, ensures a system that will result in the equitable distribution of tows.

c. FACILITY IMPROVEMENTS, MAINTENANCE, REPAIR AND SECURITY

AutoReturn facilities are maintained to high standards. We make improvements and schedule maintenance as needed in order to consistently provide an environment that ensures safety, and promotes efficiency. Each facility is managed and maintained according to zoning requirements and local, state and federal regulations.

AutoReturn facilities are secured by a twelve foot fence (eight foot solid panel fence with an additional four feet of chain link fence that is topped by barbed wire). This provides a high level of security while also presenting a clean, inoffensive exterior view. On the inside of the chain link fence, so that it is not accessible to the public, coiled razor wire will be attached to the fence where the steel portion meets the chain link to further enhance security. The fence line will be inspected by AutoReturn management personnel and security services for damage and potential breaches. The inspection will be conducted daily and documented on the Perimeter Fence Inspection Log.



AutoReturn is committed to providing the tools and resources to protect staff, customers, and property from harm while in our care. Each facility will be equipped to mitigate occurrences of theft, property damage, bodily injury, and threatening behavior. Only authorized personnel and individuals are allowed on site. AutoReturn requires customers to display proof of payment and vehicle release prior to admission to the storage area. A more detailed description of our security surveillance equipment can be found in **Section VI.A.g: Auto Pound Equipment and Equipment Maintenance**.

AutoReturn's facility will be well lit around the perimeter and within the boundaries of the property, including outdoor storage spaces. Adequate distribution of light throughout the property (aisles, passageways, stored vehicles, buildings and fence line) is a key element in deterring would-be burglars, as well as providing high quality video surveillance in reduced light conditions. Lighting fixtures will be checked nightly to insure that they are functioning properly. When necessary, units will be replaced, re-lamped, repaired, or cleaned to maintain functionality.

In conjunction with the Facilities Maintenance Plan (**Appendix G: Facilities Plan**), AutoReturn will establish procedures for minimizing and disposing of the debris that can be a byproduct of daily operations. Our staff will be trained to follow specific procedures pertaining to debris disposal that are the result of vehicle movement, auction preparation, weed abatement, visitor traffic, and normal business operation. Additionally, AutoReturn will engage local waste disposal service providers for scheduled and requested debris removal at its own expense.

In order to maintain clear and safe roadways throughout each facility, AutoReturn will ensure that traffic lanes and walkways are graded and treated with an ice melting product to help prevent slippage of visitors, personnel, and equipment. These tasks will be assigned to trained and properly equipped personnel for safe, effective, and timely completion. AutoReturn will engage local service providers to remove the resulting excess snow from roadway grading when necessary at its own expense.

AutoReturn maintains an emergency contact list that is readily available to all employees working on site at all times. This includes a phone list of local agencies to be posted in common areas for various emergencies (i.e. CPD, Chicago Fire Department ("CFD"), etc.). We provide a first aid station that is

accessible to all employees who may require first aid attention while on site. AutoReturn maintains a regular service arrangement with a first aid station service provider to ensure that the first aid station is well-stocked with all necessary first aid supplies.

There is free access to the administrative office phones to make any necessary phone calls in the event of an emergency. AutoReturn's management team is on call for escalations from any AutoReturn staff person, 24 hours a day, 7 days a week, 365 days a year. The management team escalation phone list is posted in various locations at all AutoReturn facilities. Additionally, the AutoReturn escalation phone list is distributed to critical city personnel. Any other city staff person will be able to escalate an issue to the AutoReturn management team at any time by calling the centralized dispatch facility.

AutoReturn will keep all required permits up to date, such as, welding and cutting, auto storage, and open flame. Also, AutoReturn maintains on-site Material Safety Data Sheet ("MSDS") for all chemicals, and solvents used in operations. AutoReturn will maintain adequate access lanes within the vehicle storage areas that meet with all CFD regulations and policies. Within all office spaces, storage spaces, and indoor vehicle storage areas, AutoReturn has fire extinguishers readily available in the event of a fire emergency. AutoReturn maintains a service arrangement with a licensed service provider to ensure that all fire extinguishers are tested and maintained on a regularly scheduled basis. AutoReturn trains its staff in accordance with applicable Occupational Safety and Health Administration ("OSHA") regulations to assure compliance with federal, state, and local laws.

d. **AUTO POUND OFFICE FACILITIES**

AutoReturn proposes the installation of one mobile office at each site to accommodate operational staff, all customer service transactions, administrative functions, and resources to ensure service objectives are met in a safe and professional environment. All offices and work spaces will be designed in compliance with state and local regulations, including but not limited to accessibility for the disabled. The offices will each be equipped with generators to supply sufficient backup power should a power outage occur.

1. **Work Space for Employees**

Each office will be designed to accommodate up to 3 City employees (two cashiers and one responsible for compliance with the Illinois Vehicle Code) in addition to AutoReturn personnel. As discussed in **Section VI.A.g: Auto Pound Equipment and Equipment Maintenance**, all workers will be supplied with all the necessary telephone, fax, data, and electrical lines to support their job functions and maintain high service levels. The cost of all equipment will be borne by AutoReturn.

2. **Work Space for AutoReturn Employees**

Each office will be designed and adequately staffed for AutoReturn customer service, administrative, and operational functions. Our offices are designed to provide staff and customers with the tools and resources to ensure service objectives are met in a safe and professional environment. All offices and work spaces are designed in compliance with state and local regulations.

At a minimum, each office will be equipped with functioning workstations, and the electrical, voice and data communications lines required for various equipment needed to support customer service, administrative, and operational functions. This equipment includes:

- Phones
- Printers, scanners, copiers and faxes
- Employee electronic time clocks
- Desktop computers
- Credit card and debit card payment processing terminals
- Safe
- Self-service and queue management kiosk(s)
- Two-way radios

3. **Waiting Area for Customers**

Each office will be designed to support an enclosed customer waiting area that is safe, clean, and well maintained. As discussed and illustrated in **Section VI.A.g.3: Informational Display Monitors**, this area will house the queue management system and display monitors providing customers with helpful information and service data.

4. **Automated Phone System & Website**

As required by RFP Exhibit 1, AutoReturn provides a bilingual automated phone system to accept calls from the public and enable the caller to learn if the caller's vehicle has been impounded. AutoReturn enables the public to retrieve information about impounded vehicles 24 hours a day, 7 days a week, 365 days a year, via our Cisco Systems VoIP call center system and full featured "self-service" website.

Cisco Systems VoIP Call Center System

AutoReturn's call center processing is deployed utilizing the industry leading Cisco Systems Unified Communications System, "voice-over-IP" ("VoIP") telephony system. The Cisco system supports all modern call center capabilities including advanced call routing, queuing, and interactive voice response ("IVR") capabilities that provide self-service processing including vehicle release capabilities. Incoming calls are monitored and managed proactively and the system allows for rigorous performance reporting to measure service levels.

Full Featured "Self-Service" Website

AutoReturn's website provides a wide range of useful information and tools to customers such as vehicle search capabilities, instructions to obtain the release of vehicles, on-line payment of towing and storage fees, answers to frequently asked questions ("FAQs"), on-line claim and complaint submission, and auction marketing (vehicle lists and photos) and results information.

Vehicle owners will be able to retrieve information on their vehicle using the bilingual automated phone system using any of the following pieces of information:

- Inventory Number
- Last 6 numbers of the Vehicle Identification Number, or
- License Plate Number

The public will be able to access the following information via automated phone system and self-service website 24x7x365:

- Pound where Vehicle is impounded
- Charges necessary to redeem a Vehicle
- Towing & Daily Storage Fee Schedule
- Inventory Number
- Pound Locations
- Claim Inquiry
- Operating Hours of each Pound
- Necessary documents to prove ownership
- Pound phone numbers

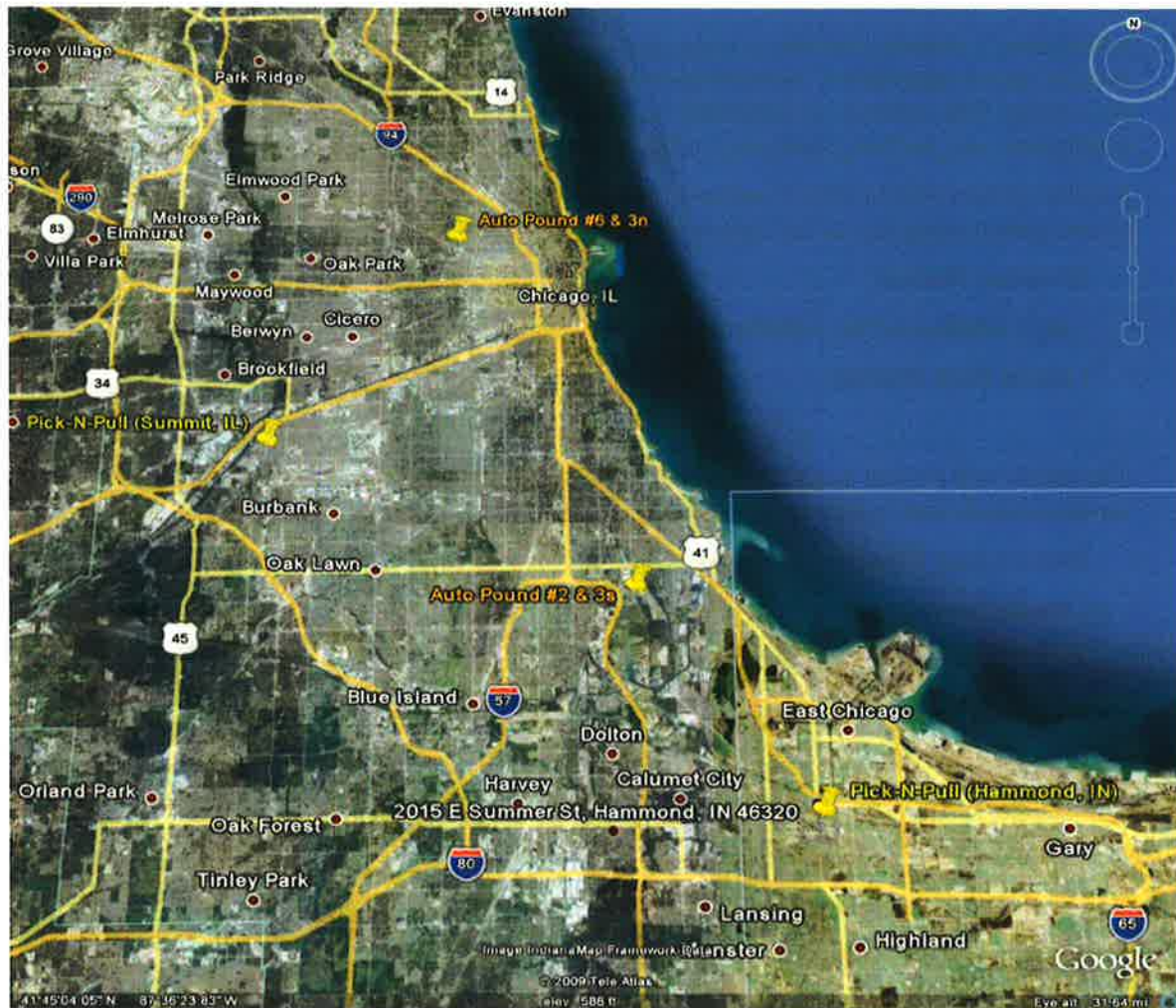
e. **AUTO POUND DISPOSAL PLAN**

Our vehicle disposal process is designed to maximize sales price and disposal efficiency by: 1) proactively managing inventory aging, 2) organizing consistently scheduled auctions, and 3) working with vehicle recycling partners to efficiently remove sold vehicles.

AutoReturn and Pick-n-Pull

AutoReturn has a long standing relationship with Pick-n-Pull, one of the largest recyclers of vehicles in the industry with 40 self-service locations across the United States and Canada, including two within ten miles of the Auto Pound locations. Pick-n-Pull is AutoReturn's preferred recycling partner and is equipped to remove vehicles in the most economical manner possible.

Pick-n-Pull's environmental practices are second to none and meet or exceed all local, state and federal guidelines. From extensive experience, Pick-n-Pull has implemented standardized policies and procedures for managing vehicles and disposing of hazardous wastes. In fact, Pick-n-Pull's best practices set many of the standards adopted by local communities as guidelines for others to follow.



Disposal in Accordance with all Laws and Regulations

Upon receipt of the Disposal Report from the Commissioner, the Operations Manager at each facility will coordinate the disposal of unclaimed vehicles in accordance with all state and local laws and regulations, including but not limited to Illinois Vehicle Code 4-208 and Chicago Municipal Code 9-92-100.

Vehicle Owner and Lienholder Ability to Claim Vehicles

In the event that the owner, lienholder, or any other interested party should submit full payment of all applicable fees, and provide proof of ownership of a vehicle that is still at the impound, the Company will release it regardless of its inclusion on the Disposal Report, or sale status.

AutoReturn will ensure that all vehicles sold will be removed from the pound within 72 hours and in compliance with state and local laws.

1. **Procedures for Removal of Vehicles**

Prior to removal of unclaimed vehicles from the Auto Pound, all license plates will be removed. AutoReturn acknowledges that no vehicle can be removed from the Auto Pound without written notice from the Commissioner or the City. All vehicles will be removed in accordance with Illinois Vehicle Code and Chicago Municipal Code.

2. **Will Return Vehicles Worth More than \$10,000**

Per the requirement set forth in the RFP, AutoReturn will notify the Commissioner of Streets and Sanitation of vehicles valued, or bids received in excess of \$10,000 during the disposal process. Further, AutoReturn recognizes that the City reserves the right to remove such vehicles for public auction, or allocate them to the Police Departments fleet at its sole discretion as it pertains to Chicago Municipal Code.

f. **ROLL-OUT METHODOLOGIES**

The Company has provided details of its overall approach, strategies and methodologies that have been utilized in the past to complete projects and that are planned to be implemented in Chicago within **Appendix F: Roll-out Plan**. This plan describes the policies and procedures for start-up, quality control, security measures, project management, and the Company's approach to overcoming obstacles.

g. **AUTO POUND EQUIPMENT AND EQUIPMENT MAINTENANCE**

AutoReturn is committed to providing its employees with the best available tools and equipment to enable staff members to perform their job functions as effectively and efficiently as possible. Over the course of the last 5 years, AutoReturn has identified all of the necessary equipment to its towing logistics and impound management operations. AutoReturn selected this equipment from leading industry providers and gained the experience of how to deploy for optimal performance in its San Francisco-based operations. All equipment that is utilized by AutoReturn receives regular maintenance as prescribed by the equipment supplier. This ensures that the equipment remains fully operational throughout the useful life of the equipment. Finally, AutoReturn recognizes that employees can only be successful in utilizing the various types of equipment and tools if they are provided sufficient training.

1. **GPS-Enabled Intelligent Dispatch Capabilities**

AutoReturn deploys Sprint / Nextel ("Nextel") communications devices to its tow truck operators. These devices offer the Nextel DirectConnect push-to-talk communications capability that enables efficient two-way communications between dispatchers and tow truck operators. Additionally, the Nextel devices have imbedded GPS tracking capabilities that allow for the real-time tracking of the locations of all tow trucks deployed in the field. Finally, the Nextel devices are configured with wireless data communications that enables fully automated, electronic dispatch communications.

AutoReturn's Automated Dispatch System ("ADS") integrates seamlessly with the Comet Tracker global positioning system ("GPS") and field workflow management system, provided by ActSoft, Inc. AutoReturn's dispatchers utilize the combined ADS and Comet Tracker capabilities to geocode the site location for new tow requests so that the tow location can be compared to the real-time locations of all available drivers. This allows dispatchers to assign the tow request to the closest, available driver having the necessary equipment to complete the tow request. Utilizing the "closest to" dispatch selection approach has allowed AutoReturn to reduce on site response times for our San Francisco operations from over 18 minutes to less than 13 minutes on average.

Comet Tracker is one of the leading GPS tracking applications available today and is utilized by a variety of companies to support various types of workflow needs for workers deployed in the field. The application leverages the Nextel devices that AutoReturn deploys to its tow truck operators, including the wireless data services for electronic dispatch communications. Utilizing the data provided by Comet Tracker, the ADS system can determine which TTOs are actively on duty and their specific locations via the GPS capabilities imbedded in the Nextel communications devices. Using the MCOMET program that runs on the Nextel devices, the TTOs can receive tow requests electronically, respond to the requests, and manage the status of the tow requests in real-time.

AutoReturn conducted an extensive review of the leading GPS tracking solutions available for the tracking of fleet vehicles such as tow trucks, taxi cabs, delivery trucks, and field service vehicles. The company selected the Comet Tracker solution for a variety of reasons:

- **Support for Fixed Install and Mobile Devices** – The Comet Tracker solution is one of the few solutions that is offered for both mobile communications devices, such as the Nextel devices, as well as fixed-install GPS tracking and communications units that can be permanently attached to the tow trucks to enable tracking of the truck's operational status. Few GPS solutions providers offer the same range of flexibility in the choice of such devices. AutoReturn will work with City officials to determine whether fixed install or mobile devices are the best fit for the Chicago requirements. The RFP stipulates that the City desires the ability to track tow truck location, direction of travel, and speed. These capabilities can be supported using Nextel mobile devices. The RFP also states that the City desires the ability to track other aspects of the truck's operational system status, such as whether the engine is on or off. Tracking this type of information necessitates the fixed install equipment approach.
- **Nextel Compatibility** – Having the GPS tracking solution combined on the same device that is used for two-way communications provides a simple one-tool solution for the TTOs.
- **Open Integration Architecture** – When AutoReturn surveyed the market of GPS solution providers, none of the leading vendors offered a solution that was completely suited for the unique characteristics of a municipal towing operator utilizing a network of towing subcontractors. The Comet Tracker product provided a useful foundation of GPS tracking and request management workflow through an open architecture. The open architecture and support the Comet Tracker professional services resources allowed AutoReturn to integrate its ADS system with the Comet Tracker product to create a combined solution that is unlike any other in the market place today. AutoReturn completely controls the business rules and logic of the application, while leveraging the general GPS tracking and workflow capabilities of Comet Tracker.
- **TCP/IP-Based Electronic Dispatch Communications** – One of the most compelling features of the Comet Tracker product is that it leverages the communications capability of the Nextel devices over internet protocol, or IP. As stated in the previous section, many electronic dispatch solutions utilize SMS messaging for dispatch communications, which has proven reliability issues. The IP-based communications capability of the Comet Tracker Java program that runs on the Nextel devices is unsurpassed for reliability.

The Comet Tracker solution continuously provides the location of all TTOs in real-time. The TTO locations are captured as longitude and latitude coordinates and updated in the database every 30 seconds. The ADS system utilizes standard geo-coding technology to convert each requested tow location address to the corresponding longitude and latitude coordinates. This information can be compared with the coordinates of all the TTOs to determine which active and currently unassigned TTO is closest the tow request location. By assigning the tow to the closest TTO, AutoReturn achieves extremely high levels of on-site response time as outlined earlier.

In addition to recording the TTO locations in its database, the Comet Tracker application provides a real-time map view as a graphical depiction of all the TTOs in their respective locations. An example of this map view from AutoReturn's San Francisco operations is provided on the following page. This interactive map provides dispatchers with a user-friendly view of the towing operations in real-time. Additionally, there is a "light" version of the map view that can be deployed on computer workstations within the City, requiring nothing more than Internet Explorer. This web-based map view can be used by Police Department officials to have the same graphical view into the towing operations as the AutoReturn dispatchers.

The ADS system provides a single point dispatch system that can be used to enter new requests for tows and monitor the status of these tows. The ADS system can be used in multiple police precincts by one or more police officers and city staff. The ADS main "Dispatch" window supports the necessary workflow for entering a tow request and having the tow request automatically processed electronically.

When new tows are created, they originate in the NEW status. Once all of the tow information has been completed and the user is ready for the tow request to be assigned, the user simply needs to update the status of the tow request to REQUESTED. Once the tow request is placed in the REQUESTED status, it becomes visible to the AutoReturn dispatch organization.

The system is designed to automatically determine and dispatch the tow to the appropriate towing subcontractor by applying a flexible set of rules, such as the closest available TTO or utilizing a rotation between the towing companies assigned to a given zone. In the infrequent case that the dispatch assignment decision cannot be made automatically, the system will immediately alert AutoReturn's Dispatch Center that is staffed 24 hours a day, 365 days a year. An example might be that there are no TTOs available for any of the towing companies assigned to the given geographic zone, requiring the dispatcher to select an available TTO from a nearby zone. Another example might be that the tow request location provided is not specific enough (incomplete or inaccurate address) to determine the geographic zone. AutoReturn's dispatch team is trained in quickly determining the most appropriate actions to take in order to get the tow assigned efficiently so that the onsite response time commitment can be met.

The diagrams on the following pages illustrate the electronic dispatch capabilities of the ARIES ADS system.

Proposal to the Chicago Department of Streets & Sanitation and Department of Revenue

AutoReturn Automated Dispatch System ("ADS")

Tow Request Details for New Tows OR Previously Created Tows Selected in the List Below

ADS - Windows Internet Explorer
http://pp02.autoreturn.com/ads/main

File Edit View Favorites Tools Help

ADS

Welcome, jperdicion 8:46:02AM PST
Dispatch Search Logs Manage Log Out Help

DR # Reason Time Expedited ☐ Reason Request By Phone

Account Equipment Cross Street Geocoded ☐ Color Vehicle Id Body Year

Location Make License Status

Save New/ Clear

ADS can be integrated with Police Department CAD systems such that it automatically receives tow requests that have been created using the MDTs in the patrol cars or entered directly into the CAD system.

View of Active Tow Requests Including Status:

- Requested
- Dispatched
- Accepted
- On Site
- Completed (Cleared)

Active Tow Status

DR #	Response	Account	Reason	Make	Color	License	Location	TTO	TIOC	TICM	Equipment	Status	Request	Dispatch	Accept	On Site	Clear
1031	9:14 AM	SFFDX	FEE 140	HOND	WHIT	CA 13U2113	3030 20TH S				Cher GGT	152	Reg	Accept	8:35 AM	8:41 AM	8:47 AM
1030	9:06 AM	SFFDX	500 500E	GMC	WHIT	AZ ABK4378	1723 LCHARD				Charles NTS	153	Reg	On Site	8:35 AM	8:36 AM	8:36 AM
1029	9:07 AM	SFFDX	ACC 519	VOLK	BLCK	CA 6FGH99	803 26TH AVE				Jessie AST	111	Reg	On Site	8:32 AM	8:33 AM	8:34 AM
1028	9:04 AM	SFFDX	500 500E	HITS	BLCK	CA 4VRG726	930 MOSCOW ST				Bryan BBT	45	Reg	Accept	8:29 AM	8:22 AM	8:23 AM
1025	8:51 AM	SFFDX	ACC 519	TOYO	BLCK	CA 3UCNE81	799 DAK				Charles NTS	29	Reg	On Site	8:16 AM	8:17 AM	8:25 AM
1024	9:47 AM	SFFDX	FEE 140	TOYO	GREEN	CA 5FSL232	2412 WEBSTER				Charles BES	22	Reg	On Site	8:12 AM	8:13 AM	8:18 AM

Filter by

View of "On Duty" Tow Truck Operators (TTOs) Including Current Status:

- Available
- Assigned to Tow
- On Break

View of "On Duty" Tow Truck Operators (TTOs) Including Current Status:

- Available
- Assigned to Tow
- On Break

AutoReturn

Proposal to the Chicago Department of Streets & Sanitation and Department of Revenue

Map View of GPS Positions of Tow Truck Operator ("TTOs") Deployed in the Field



Proposal to the Chicago Department of Streets & Sanitation and Department of Revenue

Electronic Dispatch and Real-Status Tracking via Mobile Devices



Real-time Tracking of Tow Request Status:

For any towing operation, the time that the TTO accepts responsibility for the tow request and the time that it then takes for the TTO to arrive at the location of the tow request are extremely important data elements that must be tracked in real-time in order to manage towing efficiency and meet service level commitments. AutoReturn's ADS system was designed with these and other essential features in mind. The ADS system allows the tow status to be tracked in real-time from the point that the tow information is entered into the system by police officials or the AutoReturn dispatchers to the point the tow has been completed with the vehicle being off-loaded at a storage facility or other designated location. The Nextel handheld device provides the TTO a user-friendly tool for managing the status of the tow in real-time. The status can be changed through a simple two-step button click sequence on the Nextel device as illustrated below:



In addition to supporting the fully electronic dispatch communications and status management, the Nextel devices allow for radio communications with AutoReturn dispatchers as a backup communications method and a way to augment the electronic dispatch communications to address exceptions cases.

The ADS system can support a configurable set of tow status codes that can all be managed in real-time. AutoReturn and municipalities can work together to select the desired set of status codes to be tracked from the following configurable selections:

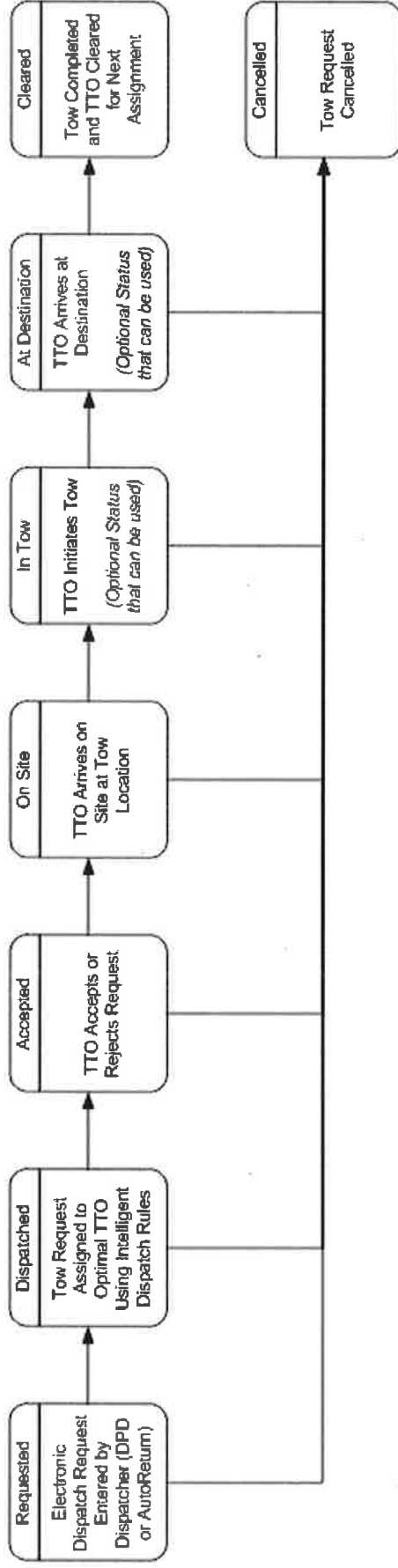
- NEW
- REQUESTED
- DISPATCHED
- ACCEPTED
- REJECTED
- ON SITE
- IN TOW (Optional status code that can be used)
- AT DESTINATION (Optional status code that can be used)
- CLEARED (COMPLETE)
- CANCELLED
- Others as needed

For its current operations, AutoReturn utilizes the following status workflow:

- REQUESTED → DISPATCHED → ACCEPTED → ON SITE → CLEARED

When the TTOs are logged into the Nextel handsets to manage the tow status changes, the GPS coordinates for the TTO's current location at the time the status changes is processed. For example, if the TTO changes the status to ON SITE, the TTO's current location can be compared to the location defined in the tow request to ensure that the TTO has not prematurely changed the status to ON SITE, prior to arriving at the tow location. The diagram on the following page depicts the status management workflow supported by the ADS system.

AutoReturn Automated Dispatch Status Workflow



2. Digital Image Processing for Security and Quality Assurance

AutoReturn utilizes the Pelco surveillance systems at all of its facilities. Known for excellence in its surveillance cameras, Pelco is the world's largest manufacturer of video security equipment and surveillance cameras. In addition to its industry leading cameras, the Pelco DX8000 model digital video recorders ("DVR") offer the latest in digital surveillance technology, including audio for selected camera locations. The following screen image illustrates the Pelco software application view used to view both real-time and archived footage. As a standard practice, AutoReturn archives video footage for a number of months so that it can be utilized well after the final disposition of the vehicle to address any issues such as claims made for vehicle damage or property loss.

Pelco Digital Surveillance System



Multi-Dimensional Views of Vehicles

AutoReturn utilizes digital imaging of vehicles to facilitate quality control within its storage operations. The only thorough way to document a vehicle's condition is to capture digital images of the vehicle for use in accurate pinpointing of any damage that may occur while handling the vehicle. To clearly document the exact condition of all vehicles entering or exiting its facilities, AutoReturn places a minimum of 5 cameras at each entry or exit gate that are positioned to capture images of the vehicle from four dimensions as well a fifth camera that is focused on the vehicle license plate as it enters or exits the facility. Through these cameras, the DVRs capture running footage the entire time

the vehicle is passing in or out of a storage facility gate. AutoReturn uses this footage to isolate dozens of digital images extracted from the running video as individuals still images (frames), to be utilized in the same manner as traditional photos.

Broad Coverage of Storage and Office Facilities

Beyond the entry and exit gates of its facilities, AutoReturn also deploys surveillance cameras throughout its storage and office facilities to provide comprehensive coverage of all critical areas within its operations. AutoReturn utilizes a combination of fixed indoor and outdoor cameras as well as pan-tilt-zoom ("PTZ") cameras that can be controlled remotely to allow a system user to "move around" the facility, zooming in and out, from a remote location in real-time.

Video Surveillance Access for City Officials

In addition to benefitting AutoReturn's operations, the Pelco system also provides a user-friendly web-based version of its application that can be easily deployed on City computer workstations to allow City officials to utilize the system to monitor AutoReturn's operations in real-time. This solution is utilized by the contract administrators who oversee AutoReturn's San Francisco operations.

3. *Informational Display Monitors*

AutoReturn recognizes the need to provide vehicle owners with as much information as possible to make the vehicle retrieval process customer-friendly and as hassle-free as possible. As called for in the RFP, AutoReturn will provide two flat panel monitors (20" or larger) that will display a City-approved, continuously looping, bi-lingual slide-show that provides vehicle owners helpful information regarding the vehicle impoundment and redemption process.

AutoReturn already utilizes informational, flat panel monitors for our San Francisco customer service center. This monitor is integrated with an automated, queue management system. When customers pass through the door to the customer service center, they pass a user-friendly kiosk from which they obtained printed ticket indicating their position in the customer service queue. Customers are not required to stand in lines. The flat panel monitor provides a continuous view of the customer queue so that customers can monitor their current position. The system allows AutoReturn to capture both the arrival time and the service time for each and every customer, so that detailed metrics can be provided regarding customer service wait times, average service time, etc. When a customer service agent becomes available, the queue management system flashes a message on the flat panel display as well as playing an audio announcement through speakers mounted in the customer service lobby. This message instructs the next customer in the queue (by ticket number) to proceed to the appropriate service window (by window number). The queue system utilized by AutoReturn supports the capability to imbed continuously rotating, informational messages into the same display monitor that is used to display the queue status information. Should the City approve the approach, the informational display requirement can be combined with the queue status messaging capabilities of the queue management system. The image on the following page shows the AutoReturn customer service lobby in San Francisco, including the queue system components.

Automated Queue Management with Self-Service Kiosks and Informational Display Monitors



4. **Office Equipment**

At a minimum, each office will be equipped with all the necessary equipment to support all the required functions ranging from customer service, to administrative activities, and to the dispatch management and impound operations functions. This equipment includes (but is not limited to):

- Phones (*see Section VI.A.a.9: Phone System - 311 for a complete discussion of the AutoReturn phone system*)
- Desktop computers
- Printers
- Printer, copier, scanner and fax multi-function machines
- Employee electronic time clocks
- Credit card and debit card payment processing terminals
- Safe for cash control
- Self-service and queue management kiosk(s)
- Two-way radios (*Nextel DirectConnect push-to-talk communication devices*)

5. **Maintenance Plan for Equipment**

All AutoReturn equipment is regularly maintained based on manufacturer specifications and industry standards. AutoReturn purchases and maintains manufacturer support and repair agreements for all computing equipment and accessories. The support of all technology equipment is managed by the AutoReturn's System Administrators. AutoReturn will employ System Administration staff locally for the Chicago operations and this staff will be reinforced by the AutoReturn centralized IT Department based in San Francisco.

For general office equipment such as printer, copier, scanner and fax machines, AutoReturn maintains contracts with 3rd party equipment service and supply providers.

For specialized equipment such as the digital surveillance systems, AutoReturn maintains contracts with manufacturer authorized installation and service companies.

AutoReturn makes significant investments in a wide range of equipment to help support its operations. Given the importance of the equipment and tools utilized by AutoReturn employees to drive operational efficiencies, the company is committed to providing the necessary resources to ensure that the equipment is properly maintained.

h. **ROLL-OUT TIMELINE**

The Company, within **Appendix F: Roll-out Plan**, has provided details of its proposed timeline for executing the various phases of implementation, from date of Contract award notification (including any preliminary actions or tasks undertaken in advance of such notice), to early transition and cut-over from the current vendor to the Company's control. Through the Company's use of an experienced transition team, there are no projected reductions in management or supervisory workforce.

i. AUTO POUND HARDWARE AND SOFTWARE

1. **Hardware and Software Solution Components**

This section provides an overview of all hardware, software, and middleware components that will be provided by AutoReturn to support the Chicago dispatch, towing, service, impound, and disposal management operations. AutoReturn provides a comprehensive solution of integrated technology components that collectively support the full life-cycle of the vehicle towing process for municipalities.

Discussions of many of the AutoReturn technology components are provided in a number of proposal sections where the specific technology is relevant to explaining how AutoReturn combines a mixture of people, process and technology to provide solutions for specific functional areas of the operations. These section by section discussions combined with the technology overview provided in this section have also been covered in greater detail in a single cohesive technology discussion provided in **Appendix J: ARIES Technology Platform**. AutoReturn encourages the reader to consult this appendix to gain familiarity with the full range of technology capabilities that are provided by AutoReturn.

The following table provides the list of hardware and software components that are explicitly called out in **RFP Section III.3.3.6 – Implementation Plan, Subsection (i)**, along with reference information for the proposal section and / or appendix where the technology component is discussed in detail.

Hardware / Software Solution Component	Proposal Reference
Inventory Management System	<ul style="list-style-type: none"> Section VI.A.a.4: Inventory System Appendix J: ARIES Technology Platform – Section 4
Reporting Software	<ul style="list-style-type: none"> Section VI.A.i.5: Reporting Overview Appendix J: ARIES Technology Platform – Section 7
Hand-held computers and bar code systems	<ul style="list-style-type: none"> Section VI.A.a.2: Real-time Hand-Held Wireless Computers Appendix J: ARIES Technology Platform – Section 4
Security system software and equipment	<ul style="list-style-type: none"> Section VI.A.g.2: Digital Image Processing for Security and Quality Assurance Appendix J: ARIES Technology Platform – Section 5
GPS software and equipment	<ul style="list-style-type: none"> Section VI.A.g.1: GPS-Enabled Intelligent Dispatch Capabilities Appendix J: ARIES Technology Platform – Section 3
Automated telephone system	<ul style="list-style-type: none"> Section VI.A.a.9: Phone System – 311 Section VI.A.d.4: Automated Phone System & Website
AutoReturn website	<ul style="list-style-type: none"> Section VI.A.a.10: Website – 311 Section VI.A.d.4: Automated Phone System & Website Appendix J: ARIES Technology Platform – Section 6

Hardware / Software Solution Component	Proposal Reference
Electronic dispatch management system	<ul style="list-style-type: none"> Section VI.A.g.1: GPS-Enabled Intelligent Dispatch Capabilities Appendix J: ARIES Technology Platform – Section 3
Backup and recovery systems	<ul style="list-style-type: none"> Appendix J: ARIES Technology Platform – Section 2

This section will also address the required timelines for installing and testing all of the required hardware and software components and the user training requirements. Should the City's evaluation of the AutoReturn solution be favorable, and if the process extends beyond the review of this proposal, AutoReturn looks forward to the opportunity to provide City's evaluation committee with a demonstration of any aspect of the technology employed by AutoReturn to support its operations.

ARIES Technology Platform Overview

ARIES – Our integrated software and hardware system platform is called ARIES – which stands for AutoReturn Integrated Enterprise System. ARIES is the first comprehensive technology solution for the municipal towing industry and is the integration of industry leading components including both proprietary and commercially available towing and impound management software applications, GPS tracking and field workflow management, a fully automated phone system, and AutoReturn's custom self-service website. ARIES provides City officials, towing subcontractors, AutoReturn personnel, and vehicle owners with multiple interfaces tailored to meet their individual needs.



Unparalleled Technical Systems, Tailored for the Municipal Towing Industry – AutoReturn conducted an extensive evaluation of commercially available software and chose several “point” solutions that make up parts of the ARIES solution. The “point” solutions provide the solid foundation and robust capabilities to support all aspects of ARIES. AutoReturn has used a proven methodology to make software selections in areas ranging from electronic dispatch and towing management, GPS tracking, field workflow management, vehicle storage management including wireless handheld computers, customer service processing, lien sales processing, and automated telephony processing. Collectively, the 3rd-party tools selected by AutoReturn in combination with proprietary application components developed internally by AutoReturn engineers, make ARIES the most complete end-to-end solution available for municipal towing and impound operations. This comprehensive solution is unlike any other available in the industry today.

ARIES Component Architecture – ARIES is a full-featured solution for managing all aspects of a municipal towing operation including electronic dispatch and towing management, customer service, and vehicle release management, and vehicle storage and disposal. The specific ARIES components that AutoReturn proposes to utilize for the City's operations are all proven solutions that are currently in use supporting the management of a yearly average tow volume of nearly 70,000 tows in San Francisco:

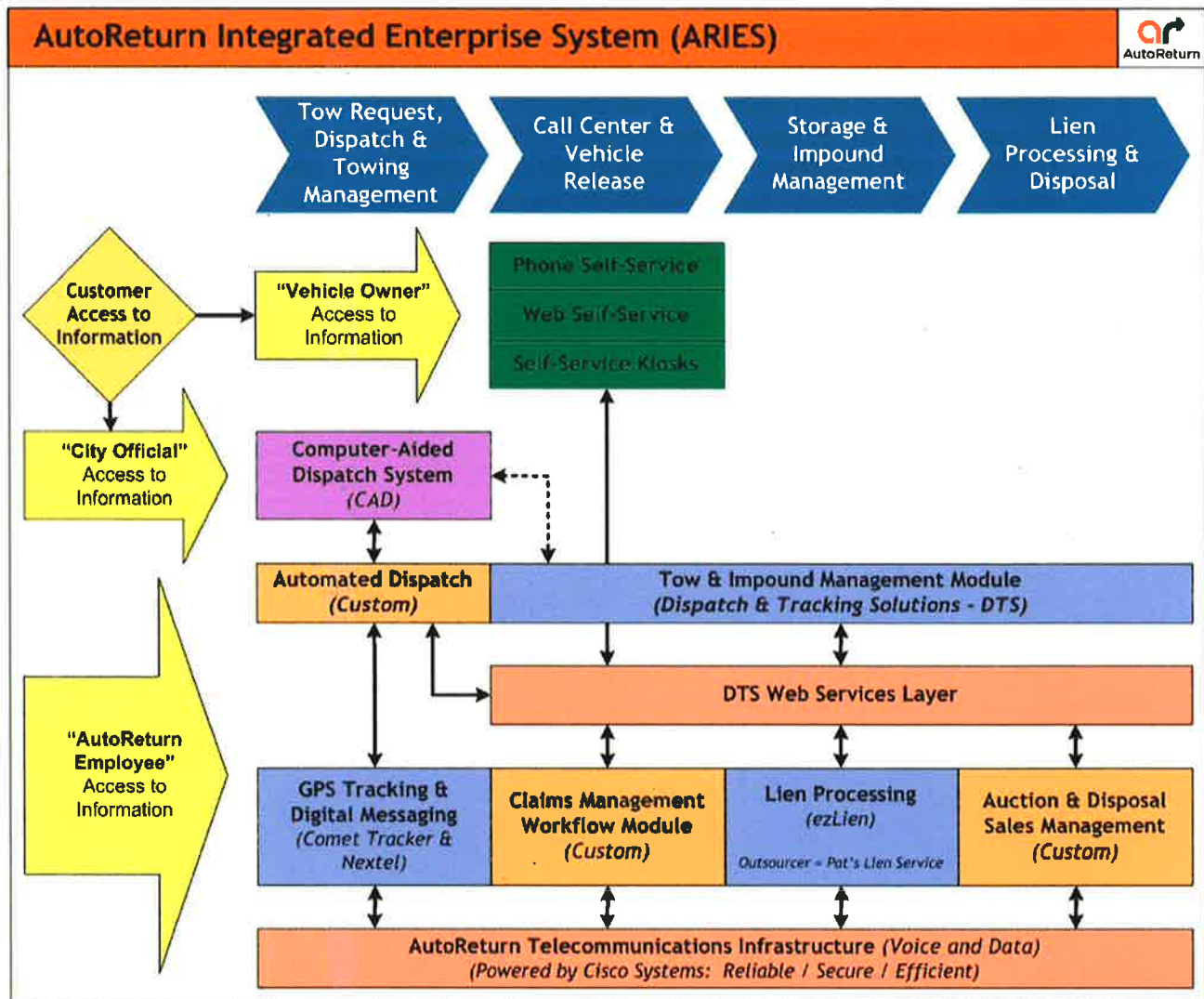
- Automated Dispatch System (“ADS”)** – AutoReturn developed ADS as a proprietary solution to support the company's unique electronic dispatch and towing management requirements. ADS allows for electronic tow request submittal from Police Department users to the towing subcontractors and even directly to the tow truck operators (“TTOs”) deployed in the field. The system utilizes an underlying GPS technology and can make “optimized” tow assignments based on a variety of zone-based, rotational, and “closest to” algorithms. The system aids dispatchers and TTOs through the use of automated alerts to ensure that tow response service levels are met.

- **ActSoft Comet Tracker GPS Field Workflow Management** – ADS integrates seamlessly with the Comet Tracker GPS and field workflow management system. Comet Tracker is one of the leading GPS applications available today and is utilized by a variety of companies to support various types of workflow needs for workers deployed in the field. The application leverages Sprint / Nextel (“Nextel”) handheld devices and cellular network for data communications. Utilizing the data provided by Comet Tracker, ADS can determine which TTOs are actively on duty and available along with their current locations via the capabilities of the Nextel device. Using the Comet Tracker MCOMET program that runs on the Nextel devices, the TTOs can receive tow requests electronically, acknowledge requests, and manage the status of tow requests in real-time.
- **Dispatch & Towing Solutions (“DTS”)** – One key component of ARIES is the dispatch, towing, storage, and retrieval management computer software application provided by Dispatch & Tracking Solutions, LLC based in Newport Beach, California (www.dtsdispatch.com). DTS’s Law Enforcement Tow System (“LETS”) and the companion Tow Management System (“TMS”) were designed and built to address the unique needs of municipal towing, storage, retrieval, and disposal operations. In addition to San Francisco, the DTS software is also used for similar municipal towing operations in both San Diego (60,000 annual tows) and Orange County (13,000 annual tows).
- **Cisco Systems VoIP Call Center System** – AutoReturn’s call center processing is deployed utilizing the industry leading Cisco Systems Unified Communications System, “voice-over-IP” (“VoIP”) telephony system. The Cisco system supports all the modern call center capabilities including advanced call routing, queuing, and interactive voice response (“IVR”) capabilities that provide self-service processing including vehicle release capabilities. Incoming calls are monitored and managed proactively and the system allows for rigorous performance reporting to measure service levels.
- **Full Featured “Self-Service” Website** – AutoReturn’s website provides a wide range of useful information and tools to customers such as vehicle search capabilities, instructions to obtain the release of vehicles, on-line payment of towing and storage fees, answers to frequently asked questions (“FAQs”), on-line claim and complaint submission, and auction marketing (vehicle lists and photos) and results information.
- **Streamlined Walk-in Service** – AutoReturn’s walk-in services centers feature automated queue management systems with self-service kiosks that issue customers service numbers when entering the facility that eliminate waiting in traditional lines and also allowing for organizing customers into specific queues focused on each individual’s customer specific needs. For straightforward vehicle release transactions, customer can utilize the self-service kiosks to search for their vehicle’s information and process payments via credit or debit cards, allowing the customer to proceed directly to the pick-up point to retrieve their vehicle.
- **Robust Real-Time Reporting** – ARIES provides a robust collection of real-time reporting capabilities that ensure the absolute “transparency” of AutoReturn’s operations. In San Francisco alone, AutoReturn generates and delivers electronically over 30 reports on a daily, weekly, monthly, or quarterly basis. Nearly all of the City’s reporting requirements can be met through existing reports, with minimal programming required. Any specific reports that are unique to the City can be developed quickly, leveraging existing reports. The automated reports can be delivered via secure FTP file sharing websites (FTP over SSL), secure web pages (HTTPS), email (including secure email), or automated fax.
- **Proactive Service Level Management** – Nearly all of AutoReturn’s systems have built-in monitoring capabilities that are used to provide proactive alerts to managers and supervisors when service level issues arrive. As an example, the AutoReturn “Dashboard” provides a real-time, single-screen view into all of the company’s critical service level metrics.

- **Wireless Handheld Computers** – Optimized “on the lot” inventory management capabilities utilizing wireless handheld computers with bar code and RFID scanning capability. These devices aid the real-time check-in of vehicles arriving at the lot as well as the ability to confirm a vehicle’s status as available for release.
- **Advanced Security and Surveillance Systems** – AutoReturn deploys industry leading digital video surveillance technology at all of its facilities that capture and archive both video and audio signals, 24 hours a day. Managers and supervisors can monitor the entire facility from their desk or even remotely. The video image data of vehicles entering and exiting the facility also provide a critical tool for the company’s claim administrators. Remote access can be provided to the City through a web-based client, allowing City officials to visually monitor AutoReturn’s operations in real-time.
- **High Volume Vehicle Disposal Operations Focused on Revenue Maximization** – AutoReturn has proven technology for managing high-volume sales of unclaimed vehicles. The company follows a policy of strict adherence to all state and local laws governing the vehicle disposal process. The inventory management system provides automated tools for minimizing cycle times. All aspects of the company’s vehicles sales data are shared through reports with the City and also vehicle auction results are made available on the company’s website. This “transparency” in its operations serves to ensure that all vehicles are disposed of in an appropriate manner, adhering to all state and local laws and regulations.

The “block” diagram provided below illustrates the ARIES component-based architecture at a high level. The various functions that can be supported ARIES are depicted across the top of the diagram, only some of which are required for the City. The diamond and arrow blocks on the left depict the various stakeholders’ access to information. The rectangular blocks represent the various 3rd-party and custom applications that are integrated together to function as a common solution. For further details on all of the ARIES technology components, please see **Appendix J: ARIES Technology Platform**.

AutoReturn Integrated Enterprise System (“ARIES”)



2. **Integration with City Systems**

AutoReturn is committed to ensuring that its operations are as transparent as possible and that City officials have access to all the information that they require. This can be done by providing City officials with direct access to specific ARIES application components that they require. ARIES has been architected so that the various application components can be deployed as web-based applications that require nothing more than an Internet browser on a standard user workstation running Microsoft Windows.

Another way that AutoReturn can ensure that City officials gain access to the information that they require is to work with City IT personnel to integrate ARIES with selected systems that are maintained by the City and related to the towing and storage operations. AutoReturn and its technology partners have extensive experience in working with City IT personnel to design, develop, and implement integration approaches that are both reliable and secure, so as not to impact the data integrity of any City-maintained systems. AutoReturn is well versed in integration approaches that limit AutoReturn's access to information and safeguards other sensitive data contained in City-maintained systems.

At a minimum and solely at the company's expense, AutoReturn will work with City IT personnel to ensure that ARIES interfaces seamlessly with the Department of Revenue's CANVAS system. Likewise, AutoReturn will also support the development of any required interfaces to Department of Streets and Sanitation systems with which AutoReturn must communicate. For any collaborative integration effort undertaken with the City, AutoReturn commits to following the City's privacy and security policies, standards, and guidelines. This includes all applicable portions of the Information Security Policy. AutoReturn is committed to adhering to all City of Chicago hardware and software standards.

3. **Deployment Timelines**

With adequate planning, AutoReturn successfully launched ARIES over a single weekend in San Francisco. Starting at 12AM on AutoReturn's first day of operations, the previous contractor stopped processing new tow dispatch requests and AutoReturn began receiving and processing all new tow requests from the City. AutoReturn launched at full capacity and was immediately able to handle the full towing volume, meeting the service level commitments for the City.

AutoReturn recommends a similar approach for Chicago, where on the designated date for AutoReturn to assume the services called for in the Contract, the company's ARIES would be used for managing all towing related information from that point onward.

This section provides details on the projected deployment timelines for AutoReturn hardware infrastructure and software solutions. For a broader operational discussion of AutoReturn's deployment plans for the Chicago project, please see **Appendix F: Roll-Out Plan**.

Analysis, Configuration, Testing, Training and Sign-off Phase

Should AutoReturn be selected to assume the responsibilities outlined in the RFP, AutoReturn will immediately begin preparing its systems and putting in place the necessary operational changes to support the RFP requirements. This process can be conducted in parallel to the effort to finalize the Contract between the City and AutoReturn.

The effort to configure the systems and prepare the necessary operational components will involve meeting key stakeholders representing the City, and specifically the various departmental personnel that will be utilizing the ARIES systems. AutoReturn plans to work with the City through remote

(phone and email) communications, and more importantly, face-to-face meetings conducted through site visits by the company's Chief Technology Officer, John Pendleton and other representatives of the AutoReturn IT Team. These face-to-face interactions with the key City personnel are critical to gaining a full understanding of all of the detailed components of the existing process and the envisioned process for the future. AutoReturn believes that the necessary analysis can be conducted within two weeks.

After the necessary procedural and operational launch analysis is completed, the AutoReturn development team will return to San Francisco to complete the necessary configuration of the ARIES applications to match the specific procedural requirements agreed to with the City representatives to prepare the systems for use. AutoReturn's systems administration team (both the San Francisco-based staff and the local Chicago team members) will remain on site in Chicago, immediately launching into the effort to deploy all the required hardware infrastructure to support ARIES.

While the AutoReturn IT Team is configuring ARIES, the local management team will implement the necessary operational components to ensure a successful deployment of not only the technical systems, but also the operational components that are required by the RFP. This will likely involve an iterative process of working with the appropriate city officials and towing subcontractor representatives to make the necessary preparations.

Once the AutoReturn systems have been configured, AutoReturn will utilize a combination of both remote and on-site technical support to ensure that the ARIES systems will properly function on all of the computers that will be used to access the system. This will include all of the city-owned computer workstations where users will need to access ARIES, as well as deploying the wireless laptop computers required for accessing the Department of Revenue's CANVAS system. All computer workstations will be validated through direct testing efforts to confirm that the ARIES system is accessible and functions correctly for the given workstation.

Another activity of critical importance will be the scheduling the necessary training for AutoReturn personnel, city personnel that will be accessing the ARIES systems, as well as the tow truck operators ("TTOs") that will be utilizing the Nextel handheld devices for electronic dispatch communications. AutoReturn will provide sufficient training in advance of the launch date to ensure that all users are comfortable with the use of the ARIES systems. As part of the user training sessions, AutoReturn will provide user guides as a reference for future use.

Once the systems have been configured, all of the computer workstations have been tested, and the users have been trained, AutoReturn plans to conduct a final sign-off exercise with the key city stakeholders to determine that all steps have been taken to ensure a successful launch. AutoReturn will provide city officials with a "Deployment Sign-Off Checklist" outlining all of the key items that need to be completed and confirmed prior to the launch.

Deployment and Launch Validation Phase

Once the City has signed off on all of the pre-deployment activities, the deployment can be conducted on the agreed-upon date. During the deployment and beyond, AutoReturn will have key representatives from its San Francisco-based IT Team to on site in Chicago to assist the local systems administration team. AutoReturn recommends that there be a dedicated two-week period starting on the deployment date that serves to assure the City that the all the required systems are functioning as designed. This two-week "Deployment Validation" phase would culminate in a formal checkpoint session with the City where all the required system components would be reviewed and confirmed as being in a fully functional state. As with the pre-deployment phases, AutoReturn will provide city officials with a "Deployment Validation Sign-Off Checklist" outlining all of the key items that need to be reviewed to validate the successful launch of the ARIES solution components. Any items that still require attention at the end of the "Deployment Validation" phase will be documented as formal action

items. AutoReturn's General Manager will be responsible for ensuring the appropriate follow-up on any action items that are identified. The launch of the ARIES applications will not be deemed complete until the City is satisfied that all action items have been addressed to the City's satisfaction.

Technology Start-up Schedule Timeline

AutoReturn proposes the following systems start-up schedule timeline that would commence on the date agreed upon between the City and AutoReturn:

Start-up Activity	Time Required
Detailed Requirements Analysis	2 weeks
Configuration of ARIES (hardware and software) to Meet Chicago Requirements	8 weeks
Implementation of Operational Procedures by Local Management Team	Conducted in parallel to "Configuration of ARIES"
AutoReturn Personnel, City Personnel, and Tow Truck Operator ("TTO") User Training	Conducted in parallel to "ARIES Testing"
Pre-Deployment "Sign-off" by City	"Checkpoint"
ARIES Production Systems Deployment	Day 1 of "Deployment Validation Period"
Deployment Validation Period	2 weeks
Post-Deployment "Sign-off" by City	"Checkpoint"
Cumulative Time-line:	12 weeks

4. User System Training

AutoReturn provides its employees with detailed training on all of the ARIES solution components to ensure that our workers have the knowledge to use the tools provided to perform their job function to the best of their abilities. AutoReturn provides formal classroom, as well as "on the job", training to employees in the use of all of the AutoReturn systems. These technology-oriented training classes are combined with procedural training classes to ensure that AutoReturn's employees have a strong command of the work procedures and policies, along with a solid understanding of the tools used to support the work procedures and policies. Examples of this "two-pronged" approach to training are provided in the following two appendices that are used as tools in training AutoReturn's customer service personnel:

- **Appendix N: AutoReturn Policies Manual**
- **Appendix O: AutoReturn Procedures Manual**

AutoReturn also extends its training programs to City and subcontractor employees that require access to one or more of AutoReturn's systems. For example, AutoReturn has a specific training class for tow truck operators ("TTOs") to train them in the proper use of the Sprint / Nextel mobile communication devices that are used for the company's fully automated dispatch communications and real-time status management. These devices serve as small computers and many TTOs lack

familiarity with computer processing. The training ensures that the TTOs are comfortable with the tool before they are asked to use it in the field. For City officials that access AutoReturn systems, an example would be training provided to City dispatchers in the use of AutoReturn's Automated Dispatch System ("ADS"). This solution is designed in such a manner that (where appropriate) dispatchers from both the City and AutoReturn can collaborate on the process of managing new tow requests and ensuring that service levels are met, all within a common system.

AutoReturn Training Philosophy

AutoReturn is committed to having a state-of-the-art training program. We know that training and professional development of our staff members is important at every level of the organization. By providing initial new-hire training, as well as long-term development of each employee, we increase employee retention and satisfaction. This leads to better on-the-job performance. These performance enhancements ultimately lead to better customer service and support, as our staff members are willing and able to do the best they can to assist our customers.

AutoReturn has designed a curriculum that provides training for new hires, as well as on-going training programs. All employees, regardless of their position at the company, receive specific training on providing superior customer service. Additionally, employees receive training in their specific job functions upon hiring. As an on-going effort to keep our staff up-to-date and able to assist in other areas of the company as needed, many staff members receive training in secondary job functions.

Proposal to the Chicago Department of Streets & Sanitation and Department of Revenue

AutoReturn Curriculum Plan

AutoReturn Curriculum Plan

Professional Instructor Led Training

Functional Area	Team Members	Auditorium Employee Orientation (Duration: 2 hours)	Customer Service Skills: Communication & Listening Skills (Duration: 6 hours)	Customer Service Skills: Legendary Service (Duration: 18 hours)	Customer Service Operations (Duration: 18 hours)	Dispatch Operations (Duration: 18 hours)	Storage & Maintenance Operations (Duration: 18 hours)	Driving & Towing Safety (Duration: 18 hours)
Research, Training, Storage, and Support Operations	Dispatch Manager and Handlers	●	●	●	○	●	●	
	Joint Venture Towing Partner and Towing Subcontractors	●	●	●		○		●
	Storage and Disposal Managers	●	●	●	○		●	○
	Primary Lot Attendants/Sort Operators and Secondary Lot Forfeit and Loader Operators	●	●	●	○		●	●
Customer Service	Secondary Lot Checkers, Attendants and Clerks	●	●	●	○		●	○
	Customer Service Supervisors and Representatives	●	●	●	●	○		
Administrative Staff	All	●	●	●				
Executive Staff	All	●	●	●				

●

 Required training

○

 Training can be taken as on-going training requirement

Key: ● Required Training ○ Training can be taken as on-going training requirement

Initial New Hire Training

All AutoReturn employees receive a two-hour training session on AutoReturn's business, core values, customer service principles, mission, and a general orientation to the company.

All employees and subcontractors receive a training class of Customer Service Skills training, regardless of their job role at AutoReturn. This class composed of two different modules:

- Communication and Listening skills workshop
- Legendary Customer Service workshop

Job-Specific Training

Most all employees and subcontractors also receive job-specific training, including staff for Dispatch, Customer Service, Storage, Disposal, and tow truck operators. This training is focused on the work procedures and policies that employees need to understand in order to perform their job functions.

Technology Training

For all of the major ARIES application components, AutoReturn provides formal classroom training classes in the use of the system. Specific training classes are provided for each of the following systems that mission critical to AutoReturn's operations:

- Automated Dispatch System ("ADS")
- Comet Tracker GPS Tracking and Field Workflow System ("Comet Tracker")
- DTS Towing and Impound Management System ("DTS")
- Cisco Unified Communications System ("Cisco VoIP")
- Q-Flow Queue Management System ("Q-Flow")

Compliance Training

In addition to the functional and system training that all AutoReturn employees receive, AutoReturn is also dedicated to providing more generalized training programs, some of which are required by law. This list of training courses includes, but is not limited to:

- Supervisory skills
- Safety
- Sexual harassment training
- Other Human Resources related training programs

On-Going Training

After initial training, all employees receive additional training each calendar year. This on-going training and development enhances existing skills as well as helping to develop new skills that

increase employee knowledge. This ultimately leads to better customer service across all AutoReturn job functions.

5. Reporting Overview

One of AutoReturn's strongest beliefs is in the power of "information when you need it, how you need it, and where you need it." This section provides the details of how the required information is made accessible to all of the stakeholders for AutoReturn's business operations:

- City officials who require access to a wide array of information
- AutoReturn employees who are ultimately responsible for the accuracy of the information
- Towing subcontractor owners, managers, and tow truck operators
- Customers who need assistance with the retrieval of their vehicles
- Auction buyers and other vehicle disposal partners

ARIES has been designed from the ground up to meet the differing needs of each of these separate groups. Most simply stated, the fundamental objective of AutoReturn's ARIES technology infrastructure is to provide a platform for the following:

- Capturing and managing all of the essential operational data for the company's towing, impound management, customer service, and disposal operations.
- Delivering this information in real-time to all key stakeholders who play a role in the operational processes – this is the focus of this section

The system provides essential information to the individuals that require it in the following ways:

- **Traditional Reports** – ARIES provides a robust collection of real-time reporting capabilities that ensure the absolute "transparency" of AutoReturn's operations. In San Francisco alone, AutoReturn generates and electronically delivers over 30 reports on a daily, weekly, monthly, or quarterly basis. AutoReturn is confident that nearly all of the City's reporting requirements can be met through existing reports, with minimal customization required. Any specific reports that are unique to the City can be developed quickly, leveraging existing reports.

All standard ARIES reports can be run on an ad hoc basis or automated schedule (daily, weekly, monthly, quarterly etc.) and are available in a variety of electronic formats (MS Excel, Adobe PDF, CSV, etc.). All reports can be delivered to the City and other City officials via FTP file sharing websites (FTP over SSL), secure web pages (HTTPS), email (including secure email), or automated fax.

- **Proactive Monitoring Tools** – AutoReturn's systems continuously record more information than can be consumed by the most information savvy users. When the essential elements of this information are made accessible in a user-friendly format, AutoReturn managers and supervisors become empowered to proactively manage the business to ensure that all of the targeted service levels of both City officials and customers are met consistently.
- **Automated Alerts and Notifications** – Many problems can be identified as soon as they occur if the systems that are used to manage the affected process area are designed to monitor for important exceptions and threshold conditions. AutoReturn continuously looks for opportunities to take any issue that could repeat itself, to not only resolve the isolated instance of the problem, but to also

configure new business rules into the relevant ARIES applications to monitor for the condition and alert the appropriate person should the condition occur in the future.

- **Publicly Available Information** – From its inception, AutoReturn has subscribed to the belief that the more “transparent” our operations become, the more confident the company can be that its operations are meeting or exceeding the expectations of both our municipal customers and the public at large. AutoReturn provides the public with numerous tools for accessing information from our self-service phone systems and public website.

Traditional Reports: Available “On-Demand” and “Via Automated Scheduling”

AutoReturn provides extensive reports across all aspects of its operations. The City will have direct visibility and insight into each functional area with both summarized and detailed reporting. Reports include:

- Tow request, dispatch and response time management
- Towing volumes by category
- Inventory management
- Vehicle release
- Vehicle disposal

Adapting AutoReturn Reports to Meet Chicago Reporting Requirements

AutoReturn recognizes that the City will require a wide range of reports to be provided. AutoReturn’s contract with the City of San Francisco requires that the company provide over 30 unique reports on a daily, weekly, monthly, quarterly, or yearly basis. AutoReturn is committed to providing all of the reports that are called out in the RFP requirements as well as additional reports that are required in the future. All reports will be provided in a format and delivered in a manner that is approved by the Commissioner. All reports will be categorized by Auto Pound location and will include the corresponding stock number, inventory numbers, and ordinance violations as requested in the RFP.

To address the unique reporting requirements of Chicago, AutoReturn will work closely with the recipients of the various reports to collect the detailed requirements of the report. AutoReturn is confident that most all of the reports that are required can be addressed using existing standard reports provided within ARIES, or through minor modifications to existing standard reports. In cases where the Chicago reporting requirements are not closely aligned with an existing ARIES reports, new reports will be developed and provided in the required format. The AutoReturn IT team has developed dozens of reports over the past 5 years of operations. The company is confident that any reporting requirement can be addressed to the City’s satisfaction. To see samples of a number of standard AutoReturn reports, please see **Appendix K: AutoReturn Sample Reports**. Additionally, a more detailed discussion of the ARIES reporting capabilities and further examples of standard ARIES reports can be found in **Appendix J: ARIES Technology Platform**.

The following sections address all of the reporting requirements called out in **RFP Exhibit 1 – Scope of Services – Section XII – Reports**.

Daily Reports

No later than noon of each day, AutoReturn will provide the Commissioner or other designated representative(s) with a daily towing activity report that summarizes the following activities for the prior day's operations:

- Vehicle details for all towed vehicles
 - Type of tow
 - Time of notification
 - Time of tow
 - Vehicle VIN
 - Towed from location
 - Towed from Ward or Police District
- Details for all vehicles redeemed
- Vehicles released by the City for disposal

AutoReturn will provide separate daily reporting on the amount of equipment and the number and titles of personnel utilized by AutoReturn for the prior day's activity (or other agreed upon reporting period). A separate report will be provided that shows applicable tow truck number and corresponding "Police Tow" sign number information.

AutoReturn will collect all Tow Reports and also complete Inventory Reports for all towed vehicles. Copies of these reports will be provided to the City on a daily basis (or other agreed upon reporting period). As an alternative or simply as an additional method of providing the City with Tow and Inventory Reports information, AutoReturn can make these reports accessible as scanned image files, cross referenced by the tow vehicle's tracking ID within the inventory system. For our San Francisco operations, AutoReturn office workers scan the Tow Reports on a daily basis and upload these to a file server that is shared with the City (secure FTP site). Once uploaded, the electronic copies of the Tow Reports are accessible directly through the user interface of the inventory management system. The figure on the following page provides a screen image of the "Call Snapshot" screen within the inventory system that displays a summary of the vehicle record details as well as the scanned image of the Tow Report.

Call Snapshot Including Scanned Image of Tow Authorization Form

http://ww2.dtsdispatch.net/?call_no=0000000300095&contractor_code=AUTO&cust_code=SFPDX ...

CALL INFORMATION

San Francisco AutoReturn

Impound Date: 03/22/2008
 Call #: 0000000300095
 Account: SFPDX
 Reason: FEE/12500A
 Status: RELEASED

Report Date: 03-29-2008

Year:	Make: HOND	Model:	Body: 4D	Color: GOLD
VIN:	License: CA 5HHF626	Stolen: N	Citations: N	Citation Fees: 5

DR Number: 0803221103	District:	Beat:	Equipment: Reg
Storage In: 03/22/2008 23:58:00	Storage Out: 03/24/2008 09:32:00	Driver: NTS	Truck: AR
Lot / Section: AUTO - ST - 1 - 450 7th Street	Tag #:	Tracking #:	
Incident Location: 1825 MISSION, 14TH /15TH ST, San Francisco, CA			

Officer: Officer ID: On Hold: N Hold Type: STOP Hold Notes: Removed By: 1046 Lien Type: Start Lien: Sold On:	Unit: Investigative: N Hold Until: Removed On: 03/24/2008 Lien Fee: Clear Lien: Sale Price:	Received At CALL TAKEN: 03/22/2008 22:30:00 DISPATCHED: 03/22/2008 22:30:00 ACCEPTED: 03/22/2008 22:30:00 ON SITE: 03/22/2008 22:43:00 COMPLETED: 03/22/2008 23:58:00
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Storage Fees: 141.75	Program Fees: 0.00	Service Fees: 238.75	Excess Due:
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Invoice Date: 03/24/2008	Invoice Amt: 380.50	Invoice#: 398076
Paid Date: 03/24/2008	Paid Amt: 380.50	Release To: ALICIA CARMONA

Call Notes:
 2008-03-29 20:14 : SFPD Released required. Can be obtained from SFPD at 850 Bryant Street, Room 154. Hours are Mon. - Fri. 8AM to 3PM and Wed. until 3PM. Required fee is \$194.

INVENTORY OF TOWED VEHICLE SFPD

MODEL: HOND, BODY TYPE: 4D, COLOR: GOLD, TRAILER FOR TOW: 17500, CITATION NO: 004318460, CASE NO: 080304703

COMPLAINANT NAME: [REDACTED], MARKED - 27A, DOOR/LOCK/REAR: 225100

TOWED FROM STREET: 1825 MISSION, TOWED TO TRAILER AND ADDRESS: AUTO RETURN, TOW NO: 0803221103, TOW OPERATOR: [REDACTED], TC INC. NO:

VISIBLE PROPERTY INVENTORY, INCLUDING CONTENTS OF CONTAINERS: NO PROPERTY

OFFICER: [REDACTED], STAR: 2007A, HOLD FOR: STOP

VEHICLE: [REDACTED], KEY IN VEH: [REDACTED], MOTORCYCLE: [REDACTED]

FRONT, LEFT, REAR, RIGHT

3/20/04

Done Trusted sites 100%

- On a daily basis for the prior day's activity, AutoReturn will provide an electronic report that lists all vehicles redeemed by the public along with those vehicles determined by AutoReturn to be gone on arrival. No later than noon, AutoReturn must submit a report that summarizes the prior day's activities broken out for the following events and categorized by type of tow (Abandoned Vehicle, Immediate Tow, etc.):

- Tow requests received
- Vehicles towed in
- Vehicles gone on arrival ("GOA")
- Vehicles redeemed by Owner
- Vehicles scheduled for disposal
- Vehicles disposed

Weekly Reports

No later than 7 a.m. on every Monday, AutoReturn will provide the Commissioner or other designated representative(s) with the following weekly reports:

- "Auto Pound Storage Report" that provides details of all vehicles stored (separate report for each Pound)
- "Storage Aging Report" that provides detailed listings of:
 - All Immediate Tow vehicles that have been impounded for more than 18 days
 - All Vehicle Impoundment Tows that have been impounded for more than 105 days
 - All Boot Release Tows that have been impounded for more than 21 days
 - All Abandoned Tows that have been impounded for more than 18 days

Monthly Reports

No later than 3rd day of month, AutoReturn will provide the Commissioner or other designated representative(s) with the following monthly reports for the prior month's activities. This report should be a finalized report for the month that summarizes the same information that is provided on the daily reports, excluding the attachments (Tow Reports, Inventory Reports, etc.)

Other Reports

Additionally, AutoReturn agrees to provide the following reports as required:

- **Daily Summary Report** – Daily report that accounts for all tow cases, vehicles redeemed, and vehicles received via the City's Disposal List
- **By Date In Report** – Daily report that lists every vehicle towed on a particular day or span of days
- **Vehicles Not Towed Within 24 Hours Report** – Daily report that lists vehicles that were not towed within 24 hours.
- **Redeemed List Report** – Daily report that lists all vehicles that were redeemed by owners

- **Crush List By Date Report** – Report that lists all vehicles scheduled for disposal on a particular date
- **Cars Still in Auto Pound After 18 Days Report** – Weekly report that lists all vehicles in the Auto Pound over 18 days without a disposal date
- **All Cars In Auto Pound Report** – Report that lists all vehicles remaining in the Auto Pound for each respective location
- **Monthly Summary Report** – The monthly totals for each disposition are (e.g. Towed, GOA, Returned to Owner (“RTO”), Redeemed, Crushed)
- **Motor Vehicle Inventory Report** – Form processed for each vehicle towed into a pound indicating the physical condition of the vehicle and such other information as required by the Commissioner
- **Discrepancy Report** – Form utilized to report vehicle damage that may have occurred in a pound

Boot Release and Tow Report

On a daily, cumulative basis (running-tab throughout a given week and given month), AutoReturn will provide the following information to the Department of Revenue (“DOR”):

- License Plate Number of Boot-Release-and-Tow Vehicle
- Date Vehicle was Boot-Released-and-Towed
- Time Vehicle was Boot-Released-and-Towed
- Tow Unit #
- Date GOA
- Total Count of Boot-Released-and-Towed Vehicles
- Aldermanic Ward where the Boot-Released-and-Tow occurred

The Boot-Release-and-Tow Report will be provided on one continuously running sheet submitted each day, until the end of the month. At the beginning of the following month, a new Boot-Release-and-Tow Report will be started.

j. MAINTAINING OPERATIONAL CONDITION OF AUTO POUND FACILITIES

AutoReturn acknowledges the RFP requirements for maintaining the auto pound facilities in a safe and clean condition. The details of our approach for addressing the requirements are discussed in **Section VI.A.d: Auto Pound Office Facilities** of this proposal.

k. TOW TRUCK FLEET AND CAPACITY PLANNING

The following section describes the AutoReturn Tow Truck Fleet and information about our capacity planning.

1. Quantity & Description of Trucks

AutoReturn has assembled a number of local towing companies to create a fleet of light, medium and heavy duty tow trucks – to be known as AutoReturn’s Towing Network. This Chicago-based towing network will:

- Be maintained and operated in accordance with AutoReturn policies and all applicable regulations,
- Be randomly audited by AutoReturn to ensure compliance, and
- Be more than adequate to handle any towing situation that may arise – 24 hours a day, 7 days a week, 365 days a year,
- Total nearly 100 vehicles comprised primarily of MBE/WBE and local Chicago towing companies.

AutoReturn will ensure that our tow operators are available 24 hours a day, 365 days a year and on-time to tow any vehicle identified by the City. AutoReturn is dedicated to outperforming required response times and shall complete all tows during non-emergency times, within the 90 minute requirement set by the City. For descriptions of the trucks in the AutoReturn Towing Network (including make and model), please refer to **Appendix A: The AutoReturn Team**.

Mandatory Vehicle Requirements

AutoReturn will implement our proven towing management techniques, policies and procedures to ensure that all trucks performing city tows meet or exceed mandatory requirements as defined by state and local vehicle codes, the Commissioner and AutoReturn. Mandatory vehicle requirements to include:

Clear Labeling of Tow Trucks

All tow vehicles that participate in the AutoReturn subcontractor network will comply with labeling requirements set by:

- **Chicago Municipal Code 9-44-040 Tow Trucks – Equipment and Markings** – Requires that “every tow truck, except when owned by a government agency, shall display on each side of the cab in letters not less than two inches in height, in contrasting color, the name, address and telephone number of the owner or operator of said tow truck.”
- **AutoReturn** – Requires the name, address, and phone number will be displayed in characters at least 3 inches in height and appear on both tow truck doors. Additionally, all tow trucks will display a unique identifying number that is at least 3 inches in height on both sides of the vehicle. All of the identification information displayed on the trucks will be permanently affixed to the vehicles and not be detachable.
- **“Police Tow” Signs** – Whenever engaging in tows on behalf of the City, AutoReturn towers will clearly display the “Police Tow” sign.

Clearly Labeled Tow Truck



Compliance with Vehicle Code

All tow vehicles that participate in the AutoReturn subcontractor network will comply with all relevant sections of the vehicle codes set forth by the State of Illinois and the City of Chicago.

Carry and Maintain Proper Equipment and Documents

All towing equipment, including the inside and outside of trucks will be kept clean and well maintained with all required documents kept up to date and readily available. Required documents include (but are not limited to) drivers license and vehicle registration.

All tow vehicles that participate in the AutoReturn subcontractor network will at all times carry and maintain a mandatory set of equipment to safely complete towing assignments. Mandatory equipment includes (but is not limited to):

- | | |
|------------------------------|-------------------------------|
| ▪ Air Tank / Air Supply | ▪ Recovery Chains |
| ▪ Battery Boosting Equipment | ▪ Shop Rags / Paper Towels |
| ▪ Bolt Cutter | ▪ Shovel |
| ▪ Broom | ▪ Snatch Block |
| ▪ Combination Lug Wrench | ▪ Steering Wheel Strap / Rope |
| ▪ Fire Extinguisher | ▪ Tire Chock |

- First Aid Kit
- Flares / Reflective Triangles / Cones
- Flash Light
- Gas Can / Gas Supply (three gallon minimum)
- Hydraulic Floor Jack
- Lockout Tool Kit
- Motorcycle Straps
- Mounted Safety Chains
- Tool Kit
- Tow Chains (J, T, & Grab Hooks)
- Tow Dollies
- Trash Can & Absorbent
- Wheel Lift Straps
- Wood 4X4 (48" minimum)
- Working Tow Lights

Regular and Heavy Duty Tow Trucks

Tow trucks staffed with trained and certified operators will be able to perform any type of vehicle removal that is necessary, including, but not limited to, the following:

- Towing of large and oversize vehicles
- Towing from off-road areas
- Towing from low-clearance areas and underground garages
- Towing for recovery services
- Towing vehicles involved in collisions
- Towing of vehicles with anti-theft locking devices.

The following sections provide an overview of the types of tow trucks that will be utilized.

Service & Support Vehicles

The AutoReturn tow network will also include specialized service trucks and support vehicles to deliver non-towing related road service to disabled vehicles including but not limited to:

- Flat tire change
- Battery boosts (jump-starts)
- Lock-out
- Fuel delivery

Support vehicles are used to deliver supplies to difficult vehicle recovery scenes and assist with towing and transport of unusual vehicles, recovered cargo (from accident scenes) and situations (stolen & recovered engines, transmissions, chopped or partially disassembled vehicles).

Car Carrier (Rollback / Flat-bed)

A vehicle designed for towing, recovery and hauling purposes where the vehicle rests on a flat platform. Car carrier style tow trucks are recommended by many vehicle manufacturers to be used with all-wheel drive ("AWD") and four-wheel drive ("4WD") vehicles, in addition to many high performance, sports and luxury vehicles. Most car carrier style tow trucks will also include a wheel lift style tow apparatus enabling them to tow more than one vehicle at a time.

Light Duty Tow Truck

A vehicle designed to tow and recover vehicles that transport seven passengers, or less. For example, but not limited to: cars, pickups, vans & light trucks and medium trucks weighing 15,000 lbs. or less. All light duty tow trucks will feature wheel lift type towing apparatus (wrecker), many will be a combination wheel-lift and boom & sling tow apparatus, others will augment their wheel lift apparatus with a recovery winch.

Medium Duty Tow Truck

A vehicle designed to tow and recover vehicles weighing 26,000 pounds or less. The tow truck equipped with a heavy duty under lift rated at minimum 15,000 lbs. lifting weight and 40,000 lbs. towing weight. All medium duty tow trucks will be equipped with both wheel-lift and boom & sling style towing apparatus that can also be used in vehicle recovery operations. For example, these trucks are used for but not limited to towing box vans, limousines, oversize passenger vehicles and small buses.


Heavy Duty Rotator Style Tow Truck

A vehicle designed to tow and recover truck type vehicles weighing 26,001 pounds and above. The tow truck equipped with a heavy duty under lift rated at minimum 20,000 lbs. lifting weight and 80,000 lbs. towing weight. For example, these trucks are used for but not limited to the towing and accident scene recovery of medium and heavy trucks, tractor trailers, buses, dump trucks and cement trucks.

Vehicle Audits

All tow vehicles and drivers are subject to random tow truck and operator inspections no less than quarterly. Subcontractors must comply and make their fleet and staff available so that the entire fleet and all operators are inspected over a rolling 12-month period. Random audits are used to ensure compliance with AutoReturn policies and with all relevant State of Illinois and City of Chicago Vehicle Code requirements. AutoReturn's standard inspection checklist is provided on the following page.

AutoReturn Tow Truck Inspection Form



AutoReturn

PASSED ☐

FAILED ☐

NOT A SAFETY INSPECTION

AutoReturn Tow Car Inspection

COMPANY

COMPANY NAME _____

VEHICLE INFORMATION

Current Registration ☐ Yes ☐ No

VEHICLE YEAR	VEHICLE MAKE	VEHICLE MODEL	LICENSE NUMBER	TRUCK NUMBER	GROSS VEHICLE WEIGHT (GVW)

VEHICLE INSPECTION

	PASS	FAIL		PASS	FAIL		PASS	FAIL
AUTORETURN LOGO	<input type="checkbox"/>	<input type="checkbox"/>	EXTERIOR	<input type="checkbox"/>	<input type="checkbox"/>	INTERIOR	<input type="checkbox"/>	<input type="checkbox"/>

ALL SERVICE VEHICLES/TOW TRUCK

Equipment below must be on vehicle and in good working condition

	PASS	FAIL		PASS	FAIL		PASS	FAIL
Shop Rags/Paper Towels	<input type="checkbox"/>	<input type="checkbox"/>	Battery Boosting Equipment	<input type="checkbox"/>	<input type="checkbox"/>	Hydraulic Floor Jack	<input type="checkbox"/>	<input type="checkbox"/>
Tire Chock	<input type="checkbox"/>	<input type="checkbox"/>	Gas Can/Gas Supply (three gallon minimum)	<input type="checkbox"/>	<input type="checkbox"/>	Air Tank/Air Supply	<input type="checkbox"/>	<input type="checkbox"/>
Tool Kit	<input type="checkbox"/>	<input type="checkbox"/>	Lockout Tool Kit	<input type="checkbox"/>	<input type="checkbox"/>	Flash Light	<input type="checkbox"/>	<input type="checkbox"/>
First Aid Kit	<input type="checkbox"/>	<input type="checkbox"/>	Combination Lug Wrench	<input type="checkbox"/>	<input type="checkbox"/>	Fire Extinguisher	<input type="checkbox"/>	<input type="checkbox"/>
Flares/Reflective Triangles/Cones	<input type="checkbox"/>	<input type="checkbox"/>	Bolt Cutter	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

TOW TRUCKS

Select appropriate column(s) below. Corresponding equipment must be on vehicle and in good working condition.

Combo Truck	PASS	FAIL	Car Carrier	PASS	FAIL	Wheel Lift Only	PASS	FAIL
Broom	<input type="checkbox"/>	<input type="checkbox"/>	Broom	<input type="checkbox"/>	<input type="checkbox"/>	Broom	<input type="checkbox"/>	<input type="checkbox"/>
Shovel	<input type="checkbox"/>	<input type="checkbox"/>	Shovel	<input type="checkbox"/>	<input type="checkbox"/>	Shovel	<input type="checkbox"/>	<input type="checkbox"/>
Trash Can & Absorbent	<input type="checkbox"/>	<input type="checkbox"/>	Trash Can & Absorbent	<input type="checkbox"/>	<input type="checkbox"/>	Trash Can & Absorbent	<input type="checkbox"/>	<input type="checkbox"/>
Tow Dolly	<input type="checkbox"/>	<input type="checkbox"/>	Bridle (J & T Hooks)	<input type="checkbox"/>	<input type="checkbox"/>	Tow Dolly	<input type="checkbox"/>	<input type="checkbox"/>
Working Tow Lights	<input type="checkbox"/>	<input type="checkbox"/>	Two (2) Chain Binders or Ratchet & Straps	<input type="checkbox"/>	<input type="checkbox"/>	Working Tow Lights	<input type="checkbox"/>	<input type="checkbox"/>
Mounted Safety Chains	<input type="checkbox"/>	<input type="checkbox"/>	Four (4) Safety Tie Down Chains or Straps (J, T, & Grab Hooks)	<input type="checkbox"/>	<input type="checkbox"/>	Mounted Safety Chains	<input type="checkbox"/>	<input type="checkbox"/>
Steering Wheel Strap/Rope	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	Steering Wheel Strap/Rope	<input type="checkbox"/>	<input type="checkbox"/>
Wheel Lift Straps	<input type="checkbox"/>	<input type="checkbox"/>	Split Bed or Wood for Ramping	<input type="checkbox"/>	<input type="checkbox"/>	Wheel Lift Straps	<input type="checkbox"/>	<input type="checkbox"/>
Snatch Block	<input type="checkbox"/>	<input type="checkbox"/>	Two-Car Carrier? Check Below <input type="checkbox"/> Not Applicable		Winch? Check Below <input type="checkbox"/> Not Applicable			
Recovery Chains	<input type="checkbox"/>	<input type="checkbox"/>						
Tow Chains (J, T, & Grab Hooks)	<input type="checkbox"/>	<input type="checkbox"/>	Working Tow Lights	<input type="checkbox"/>	<input type="checkbox"/>	Snatch Block	<input type="checkbox"/>	<input type="checkbox"/>
Wood 4x4 (48" minimum)	<input type="checkbox"/>	<input type="checkbox"/>	Mounted Safety Chains	<input type="checkbox"/>	<input type="checkbox"/>	Recovery Chains	<input type="checkbox"/>	<input type="checkbox"/>
Motorcycle Straps	<input type="checkbox"/>	<input type="checkbox"/>	Steering Wheel Strap/Rope	<input type="checkbox"/>	<input type="checkbox"/>			
			Wheel Lift Straps	<input type="checkbox"/>	<input type="checkbox"/>			

Comments

Inspected by: _____ Date: _____

PHOTOS

YES ☐ NO ☐

2. **Capacity Planning**

In the event a snow emergency is declared by the Commissioner, normal towing operations will be suspended and all required tow trucks will be deployed as required by the City. With our world-class fleet management and GPS systems, AutoReturn is well equipped for rapid deployment in emergency situations. We are able to route our nearest GPS-enabled vehicles to the site of an emergency using fully automated electronic dispatch communications. AutoReturn also has the ability to utilize radio dispatching as a backup communications method.

In addition to tactical reactions using our dispatch systems, AutoReturn management will take proactive steps to create specially designed operational plans in coordination with the City. We will develop plans in advance of snow emergencies. Our snow emergency plan will leverage industry best practices, including pre-planned schedules with towing subcontractors to target key towing areas. AutoReturn and our towing subcontractors will ensure seamless service to the City of Chicago and its Citizens.

1. **AUTO POUND HEAVY EQUIPMENT**

As described in **Section VI.A.b.3: Heavy Equipment** of this proposal, each facility will have a fleet of 8 all-wheel drive forklifts equipped with wheel-lift attachments designed for moving vehicles throughout the lot. In addition, the facility may have heavy-duty forklifts for moving and loading extensively damaged or large commercial vehicles.

B. ORGANIZATION

a. **ORGANIZATION CHART**

Please refer to **Appendix D: Organizational Plan** for a copy of the organization chart.

b. **STAFFING REQUIREMENTS**

Please refer to **Appendix D: Organizational Plan** for a detailed discussion on staffing requirements.

c. **DEDICATED RESOURCES**

Please refer to **Section III** and **Appendix D: Organizational Plan** for details regarding dedicated resources for the Contract.

VII. LEGAL ACTIONS

Below is a listing, along with a brief description of all material legal actions, together with any fines and penalties, for the past 5 years. For the purposes of this section, the Company has included matters that resulted in or could result in fines and penalties in amounts greater than \$25,000. The Company has no information to include for the following:

- Debtor in bankruptcy;
- Plaintiff or defendant in a legal action for deficient performance under a contract or in violation of a statute or related to service reliability;
- Respondent in an administrative action for deficient performance on a project or related to service reliability, or in violation of a statute;
- Named insured of an insurance policy for which the insurer has paid a claim related to deficient performance under a contract or related to service reliability, or in violation of a statute;
- Principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability;
- Defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents, and
- Defendant in a criminal action

In the normal course of the Company's business and through its history, the Company has been a defendant in various civil actions of which an overwhelming majority result in an outcome that is positive for the Company and are generally of an immaterial size. However, the Company is a party to three (3) current cases that could, but are highly unlikely to, result in material fines or penalties:

- Two (2) of these civil actions have been brought into the San Francisco Superior Court and are currently pending. These cases stem from (2) former employee who were each terminated for breaking several significant Company policies of a similar nature. Neither *Vivero v. TEGSCO* nor *Mejia v. TEGSCO* are cases in which the plaintiff will be able to show merit as the Company properly terminated each of these employees.
- *Bob Kaufman v. City and County of San Francisco et al., N.D. Cal #CV 08-3755 EDL*. This case generally involves claims made against the City and County of San Francisco, but there are some minor claims by the plaintiff against the Company for conversion and trespass to chattel arising out of seven tows of plaintiff's vehicles that were ordered by the City and County of San Francisco. The case is set for trial on January 19, 2010. The Company believes this plaintiff's case will fail at trial and the Company anticipates a favorable outcome.

VIII. FINANCIAL STATEMENTS

AutoReturn possesses the capitalization and financial knowledge to properly manage this business. The organization understands the financial implications of this business opportunity and has sufficient funding to meet the proposed levels of investment, supporting the operational needs of the organization. Details of the financial strength and potential financing available to AutoReturn as well as the information requested in the RFP related to the financial statements of the Company can be found in **Appendix U: Financial Statements and Financing Letters**.

AutoReturn's financial plans are based on actual experience budgeting, launching, and operating a towing management and logistics business of similar size and scope to the services required by Chicago.

IX. ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT ("EDS")

The Company has submitted a completed EDS package along with notarized affidavits within **Appendix V: Economic Disclosure Statements and Affidavit** per the instructions of the EDS. No additional entities were required to complete the EDS pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago. The Company understands that, at the City's discretion, Subcontractors may be asked to provide an EDS during the evaluation process.

X. INSURANCE

AutoReturn commits to submit evidence of insurance in the amounts specified in Exhibit 7 of the RFP prior to contract award.

XI. PERFORMANCE BOND

As described throughout the proposal, AutoReturn provides high service levels, and the Company plans to invest in the infrastructure that currently exists in Chicago to improve the services levels offered pursuant to this RFP and to exceed the expectations of the City and its residents and visitors. Therefore, our services will likely result in the expenditure of more than \$100,000 in improvements ("Improvements Value") at the auto pound sites. The Company commits to provide the City with a performance bond in the amount of thirty-three and one-third percent (33 $\frac{1}{3}$ %) of the Improvements Value in the form provided in Exhibit 10 of the RFP prior to the execution of the Contract from a certified surety listed in the current edition of United States Treasury Department Circular 570 and have an underwriting limitation in that publication in an amount equal to or greater than the Improvements Value.

APPENDIX A: THE AUTORETURN TEAM

This Appendix lists the subcontracting companies that comprise the AutoReturn Team. Also included are the supporting documents for AutoReturn subcontractors including the Company's Information, the AutoReturn and Service Provider "Agreement" and the Tow Truck Fleet Description (if applicable).

AutoReturn has put major emphasis on partnering with longstanding, local City of Chicago proper based companies. AutoReturn believes that whenever possible, partnering with companies based in the City of Chicago will be a winning proposition for the City of Chicago and the local companies.

The AutoReturn Team consists of five categories of subcontractors:

- MBE Fuel and Petroleum Product Participating Companies
- MBE Security Services Participating Companies
- MBE-WBE Certified Towing and Towing Services Participants
- Additional Towing / Towing Services Providers (non MBE-WBE)
- Preferred Dismantling Service Provider

As detailed in **Appendix R: MBE/WBE Supporting Documents**, AutoReturn will meet the current MBE participation goal of 25% and the current WBE participation goal of 5% of the total contract value.

For towing and related services (commodity code's 96297 and 98890), AutoReturn has signed up 100% of the certified MBE-WBE companies for the City of Chicago as of March 27, 2009.

In addition to the MBE-WBE participating companies, AutoReturn has partnered with and has signed "Agreements" with a team of reputable, local City of Chicago towing service providers. Most of these companies are members of and come highly recommended from the Professional Towing and Recovery Operators of Illinois.

Petromex
(MBE Fuel, Petroleum Company)

Name	Business Address	Relationship
Petromex (MBE - fuels, petroleum products), Contact: Phil Estrada (708) 597-6201	14702 South Hamlin Midlothian, IL 60445	MBE Subcontractor



March 27, 2009

Petromex, Inc.
Attn: Felipe Estrada
14702 South Hamlin Avenue
Midlothian, Illinois 60445

Dear Mr. Estrada:

TEGSCO, LLC dba AutoReturn ((the "Company") has enjoyed meeting you and learning about Petromex, Inc. (the "Service Provider"). We look forward to working with you to provide fuel services to assist us in serving the City of Chicago (the "Municipality") for the Auto pound Management, Boot Release and Tow, and Related Towing Services (the "RFP"). We are pleased that we were able to agree on you becoming a Service Provider. This letter summarizes our agreement (the "Agreement") and is organized into the following three sections:

1. Background
2. Service Provider Deliverables
3. Professional Arrangements

1. Background

The Municipality has released the RFP with the intent to establish a process that will result in awarding to a single proposer an exclusive three-year contract (the "Contract"). The City may choose, after the three-year term of the Contract, to extend the Contract for another three, one-year terms.

The Company views the RFP as an opportunity to revolutionize and improve a necessary service. The Company has built the necessary capabilities to execute the Contract. Our capabilities are broadly categorized into four areas: 1) general management capabilities, 2) the ability to tow large volumes of vehicles, 3) the ability to collect fees and return claimed vehicles, and 4) the ability to dispose of unclaimed vehicles.

The Service Provider has deep theoretical and technical knowledge in the areas of fuel services.

2. Service Provider Deliverables

Contingent on the Company being awarded the Contract and meeting all requirements to legally allow fueling, including compliance with all property conditions, local, state and federal regulations and laws, the Service Provider will deliver fuel to enable tow vehicles to fuel at 10301 South Doty Ave, Chicago, Illinois 60617 and/or 701 North Sacramento, Chicago, Illinois 60612.


3. Professional Arrangements

If the Company is not awarded the Contract, then no amounts will be owed the Service Provider and no obligation to utilize the Service Provider for any future work will be required.

If the Company is awarded the Contract and signs the Contract, then the Company and Service Provider will formalize this Agreement into a detailed legal contract (the "Future Agreement") taking into consideration our discussions to date and any new information learned through the RFP process and the Contract negotiations.

We look forward to building a long-term mutually beneficial relationship with you. Please indicate your acceptance of the contents of this letter by signing in the space below.

Sincerely,



Raymond E. Krouse
CFO and Secretary
TEGSCO, LLC dba AutoReturn

Accepted and Agreed:



Felipe Estrada
Petromex, Inc.

March 27, 2009

**We're Cleaning D/b/a Gold Star Security
(MBE Security Company)**

Name	Business Address	Relationship
We're Cleaning, Inc. D/b/a Gold Star Security (MBE Security Services) Ms. Yvonne McGinnis (312) 949-9960	4505 So. Indiana Avenue Chicago, IL 60653	MBE Subcontractor



April 1, 2009

We're Cleaning, Inc. D/b/a Gold Star Security
Attn: Ms. Yvonne McGinnis
4505 So. Indiana Avenue
Chicago IL 60653

Dear Ms. McGinnis:

TEGSCO, LLC dba AutoReturn ((the "Company") has enjoyed meeting you and learning about Gold Star Security, (the "Service Provider"). We look forward to working with you to provide security services to assist us in serving the City of Chicago (the "Municipality") for the Auto pound Management, Boot Release and Tow, and Related Towing Services (the "RFP"). We are pleased that we were able to agree on you becoming a Service Provider. This letter summarizes our agreement (the "Agreement") and is organized into the following three sections:

1. Background
2. Service Provider Deliverables
3. Professional Arrangements

1. Background

The Municipality has released the RFP with the intent to establish a process that will result in awarding to a single proposer an exclusive three-year contract (the "Contract"). The City may choose, after the three-year term of the Contract, to extend the Contract for another three, one-year terms.

The Company views the RFP as an opportunity to revolutionize and improve a necessary service. The Company has built the necessary capabilities to execute the Contract. Our capabilities are broadly categorized into four areas: 1) general management capabilities, 2) the ability to tow large volumes of vehicles, 3) the ability to collect fees and return claimed vehicles, and 4) the ability to dispose of unclaimed vehicles.

The Service Provider has deep theoretical and technical knowledge in the areas of security services.

2. Service Provider Deliverables

Contingent on the Company being awarded the Contract and meeting all requirements to legally allow fueling, including compliance with all property conditions, local, state and federal regulations and laws, the Service Provider will provide security services at the two facilities at South Doty Ave., Chicago, Illinois 60617 and the two facilities located on North Sacramento, Chicago, Illinois 60612.

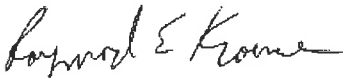
3. Professional Arrangements

If the Company is not awarded the Contract, then no amounts will be owed the Service Provider and no obligation to utilize the Service Provider for any future work will be required.

If the Company is awarded the Contract and signs the Contract, then the Company and Service Provider will formalize this Agreement into a detailed legal contract (the "Future Agreement") taking into consideration our discussions to date and any new information learned through the RFP process and the Contract negotiations.

We look forward to building a long-term mutually beneficial relationship with you. Please indicate your acceptance of the contents of this letter by signing in the space below.

Sincerely,



Raymond E. Krouse
CFO and Secretary
TEGSCO, LLC dba AutoReturn

Accepted and Agreed:



Felipe Estrada
Petromex, Inc.

March 27, 2009

**XL Towing and Storage, Inc.
(WBE Towing Company)**

Name / Contact	Business Address	Relationship	# Trucks
XL Towing and Storage, Inc. WBE Towing Company Sherry DiVito, President 773-434-9731	3656 West Columbus Ave. Chicago, IL 60652	WBE Subcontractor	6

XL Towing Fleet Description

Make	Model	Year	Notes (if applicable)
FORD	F550 Superduty	2004	
FORD	F450	2005	
INTERNATIONAL	4000	2003	
INTERNATIONAL	4000	2000	
INTERNATIONAL	4700	2002	
INTERNATIONAL	700 Series	2000	



March 30, 2009

XL Towing and Storage.
Attn: Sherry DiVito
3656 West Columbu Ave.
Chicago, Illinois 60652

Dear Sherry:

TEGSCO, LLC dba AutoReturn (the "Company") has enjoyed meeting you over the past several weeks and learning about XL Towing and Storage, (the "Service Provider"). We look forward to working with you in our effort to provide to the City of Chicago (the "Municipality") Auto Pound Management, Boot Release and Tow, and Related Towing Services as outlined in the Municipalities Request for Proposal (the "RFP"). We are pleased that we were able to agree on you becoming a Service Provider. This letter summarizes our agreement (the "Agreement") and is organized into the following three sections:

1. Background
2. Service Provider Deliverables
3. Professional Arrangements

1. Background

The Municipality has released the RFP with the intent to establish a process that will result in awarding to a single proposer an exclusive three-year contract from the award date (the "Contract"), plus (3) one year extension options mutually agreed to by the Company and the Municipality.

The Company views the RFP as an opportunity to revolutionize and improve a necessary service. The Company has built the necessary capabilities to execute the Contract. Our capabilities are broadly categorized into four areas: 1) general management capabilities, 2) the ability to tow large volumes of vehicles and provide boot release services, 3) return claimed vehicles, and 4) the ability to dispose of unclaimed vehicles.

The Service Provider has deep theoretical and technical knowledge in the areas of Towing, and Related Towing Services.

2. Service Provider Deliverables

Service Provider will provide towing services for the Company. Service Provider will provide boot release services if applicable.

Page 2 of 2

3. Professional Arrangements

If the Company is not awarded the Contract, then no amounts will be owed the Service Provider and no obligation to utilize the Service Provider for any future work will be required.

If the Company is awarded the Contract and signs the Contract, then the Company and Service Provider will formalize this Agreement into a detailed legal contract (the "Future Agreement") taking into consideration our discussions to date and any new information learned through the RFP process and the Contract negotiations.

We look forward to building a long-term mutually beneficial relationship with you. Please indicate your acceptance of the contents of this letter by signing in the space below.

Sincerely,



Raymond E. Krouse
CFO and Secretary
TEGSCO, LLC dba AutoReturn

Accepted and Agreed:



3/26/09

Sherry DiVito

Date

XL Towing and Storage

**Higinio Towing and Transportation
(MBE Towing Company)**

Name / Contact	Business Address	Relationship	# Trucks
Higinio Towing and Transportation (MBE Towing Company) Jose Sandoval 708-259-7787	3246 S. 50 th Ave. Cicero, IL 60804	MBE Subcontractor	4

Higinio Fleet Description

Make	Model	Year	Notes
International	Vlatbed	2003	
International	Flatbed	2005	
Hino	Flatbed	2005	
Hino	WLD	2001	



March 31, 2009

COMPANY NAME: HIGINIO TOWING, INC.

CONTACT NAME: JOSE SANDOVAL

COMPANY ADDRESS: 3246 SOUTH 50TH AVE.

Dear: JOSE,

TEGSCO, LLC dba AutoReturn ((the "Company") has enjoyed meeting you over the past several weeks and learning about _____, (the "Service Provider"). We look forward to working with you in our effort to provide to the City of Chicago (the "Municipality") Auto Pound Management, Boot Release and Tow, and Related Towing Services as outlined in the Municipalities Request for Proposal (the "RFP"). We are pleased that we were able to agree on you becoming a Service Provider. This letter summarizes our agreement (the "Agreement") and is organized into the following three sections:

1. Background
2. Service Provider Deliverables
3. Professional Arrangements

1. Background

The Municipality has released the RFP with the intent to establish a process that will result in awarding to a single proposer an exclusive three-year contract from the award date (the "Contract"), plus (3) one year extension options mutually agreed to by the Company and the Municipality.

The Company views the RFP as an opportunity to revolutionize and improve a necessary service. The Company has built the necessary capabilities to execute the Contract. Our capabilities are broadly categorized into four areas: 1) general management capabilities, 2) the ability to tow large volumes of vehicles and provide boot release services, 3) return claimed vehicles, and 4) the ability to dispose of unclaimed vehicles.

The Service Provider has deep theoretical and technical knowledge in the areas of Towing, and Related Towing Services.

2. Service Provider Deliverables

Service Provider will provide towing services for the Company. Service Provider will provide boot release services if applicable.

3. Professional Arrangements

If the Company is not awarded the Contract, then no amounts will be owed the Service Provider and no obligation to utilize the Service Provider for any future work will be required.

If the Company is awarded the Contract and signs the Contract, then the Company and Service Provider will formalize this Agreement into a detailed legal contract (the "Future Agreement") taking into consideration our discussions to date and any new information learned through the RFP process and the Contract negotiations.

We look forward to building a long-term mutually beneficial relationship with you. Please indicate your acceptance of the contents of this letter by signing in the space below.

Sincerely,



Raymond E. Krouse
CFO and Secretary
TEGSCO, LLC dba AutoReturn

Accepted and Agreed:

x  3/31/09
Date

Name JOSE SANDOVA

Company HIGINIO TOWING

Lang's Towing, Inc.

Name / Contact	Business Address	Relationship	# Trucks
Lang's Towing, Inc. David Lang (773) 651-9408	6727 S State St Chicago, IL 60637	Subcontractor	11

Lang's Towing Fleet Description

Make	Model	Year	Notes
International	Vt 4200	2003	FB WL
International	4700	1995	FB WL
GMC	3500 HD	1993	Wrecker WL
International	4600	1990	FB WL
FORD	F 350	1993	Wrecker WL
FORD	F 350	1989	FB WL
International	4200	2000	FB WL
Kenworth	20 Ton	1985	20 Ton Heavy Duty
International	Dt 4700	1995	Med - Duty
FORD	L9000	1978	Heavy Duty
Mack	Tractor	1980	Tractor



March 24, 2009

COMPANY NAME: Lang's Towing Inc

CONTACT NAME: David Lang

COMPANY ADDRESS: 6727 S. State

Dear: David,

TEGSCO, LLC dba AutoReturn ((the "Company") looks forward to working with you in our effort to provide towing services to the City of Chicago (the "Municipality") for the Auto Pound Management, Boot Release and Tow, and Related Towing Services Request for Proposal (the "RFP"). We are pleased that we were able to agree on you becoming a Service Provider. This letter summarizes our agreement (the "Agreement") and is organized into the following three sections:

1. Background
2. Service Provider Deliverables
3. Professional Arrangements

1. Background

The Municipality has released the RFP with the intent to establish a process that will result in awarding to a single proposer an exclusive three-year contract from the award date (the "Contract"), plus (3) one year extension options mutually agreed to by the Company and the Municipality.

The Company views the RFP as an opportunity to revolutionize and improve a necessary service. The Company has built the necessary capabilities to execute the Contract. Our capabilities are broadly categorized into four areas: 1) general management capabilities, 2) the ability to tow large volumes of vehicles and provide boot release services, 3) return claimed vehicles, and 4) the ability to dispose of unclaimed vehicles.

The Service Provider has deep theoretical and technical knowledge in the areas of Auto Pound Management, Boot Release and Tow, and Related Towing Services.

2. Service Provider Deliverables

Service Provider will provide towing services for the Company. Service Provider will provide boot release services if applicable.

3. Professional Arrangements

If the Company is not awarded the Contract, then no amounts will be owed the Service Provider and no obligation to utilize the Service Provider for any future work will be required.

If the Company is awarded the Contract and signs the Contract, then the Company and Service Provider will work in good faith to formalize this Agreement into a detailed legal contract (the "Future Agreement") taking into consideration our discussions to date and any new information learned through the RFP process and Contract negotiations.

We look forward to building a long-term mutually beneficial relationship with you. Please indicate your acceptance of the contents of this letter by signing in the space below.

Sincerely,



Raymond E. Krouse
CFO and Secretary
TEGSCO, LLC dba AutoReturn

Accepted and Agreed:



CONTACT NAME: David Lang

March 24, 2009

COMPANY NAME:

Lang's Towing Inc

Rokaitis Industries, Inc.

Name / Contact	Business Address	Relationship	# Trucks
Rokaitis Industries, Inc. David O'Keefe 773-247-3195	4546 S. Archer Ave. Chicago, IL 60632	Subcontractor	17

Rokaitis Description

Make	Model	Year	Notes
FORD	F450	2005	WL
Peterbuilt	330	1996	MED
International	4200	2003	FB
International	4200	2003	FB
International	4300	2006	FB
FORD	F650	2005	FB
FORD	F450	2003	FB
FORD	F450	2006	WL
International	4 Car	2006	FB
International	4500	2005	FB
Hino	258	2006	FB
Hino	258	2006	FB
Hino	258	2007	FB
FORD	F450	2008	WL
Hino	258	2008	FB
Hino	258	2008	FB
Hino	258	2008	FB



March 24, 2009

Rokaitis Towing
4546 S Archer Ave
Chicago, IL 60632

CONTACT NAME: DAVID O'KEEFE

Dear: DAVID

TEGSCO, LLC dba AutoReturn ((the "Company") looks forward to working with you in our effort to provide towing services to the City of Chicago (the "Municipality") for the Auto Pound Management, Boot Release and Tow, and Related Towing Services Request for Proposal (the "RFP"). We are pleased that we were able to agree on you becoming a Service Provider. This letter summarizes our agreement (the "Agreement") and is organized into the following three sections:

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The Service Provider has deep theoretical and technical knowledge in the areas of Auto Pound Management, Boot Release and Tow, and Related Towing Services.

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Service Provider will provide towing services for the Company. Service Provider will provide boot release services if applicable.

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We look forward to building a long-term mutually beneficial relationship with you. Please indicate your acceptance of the contents of this letter by signing in the space below.

Sincerely,



Raymond E. Krouse
CFO and Secretary
TEGSCO, LLC dba AutoReturn

Accepted and Agreed:



CONTACT NAME: DAVID O'KEEFE

March 24, 2009

Rokaitis Towing

Hartz Towing and Transportation

Name / Contact	Business Address	Relationship	# Trucks
Hartz Towing & Transport Regi Hart 708-362-2953	8450 S. Lafayette Chicago, IL 60620	Subcontractor	5

Hartz Towing Fleet Description

Make	Model	Year	Notes
Hino	258	2007	
Hino	258	2008	
Freightliner	M2	2007	
FORD	F 450	2007	
Kenworth	T300	2007	



March 23, 2009

COMPANY NAME: HARTT2 TOWING

CONTACT NAME: REGI HART

COMPANY ADDRESS: 8450 S. LAFAYETTE

Dear: REGI

TEGSCO, LLC dba AutoReturn ((the "Company") looks forward to working with you in our effort to provide towing services to the City of Chicago (the "Municipality") for the Auto Pound Management, Boot Release and Tow, and Related Towing Services Request for Proposal (the "RFP"). We are pleased that we were able to agree on you becoming a Service Provider. This letter summarizes our agreement (the "Agreement") and is organized into the following three sections:

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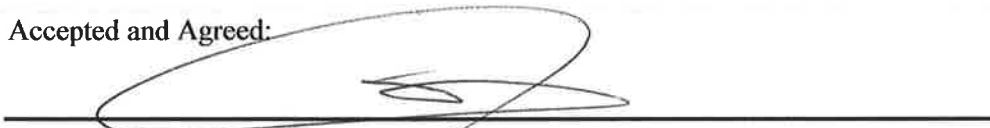
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Sincerely,



Raymond E. Krouse
CFO and Secretary
TEGSCO, LLC dba AutoReturn

Accepted and Agreed:



CONTACT NAME: REGI HART

March 23, 2009

COMPANY NAME:

Airline Towing

Name / Contact	Business Address	Relationship	# Trucks
Airline Towing Joshua Lyons Lonnie Bramlett 708-597-0990	S Winchester Ave Chicago, IL 60612	Subcontractor	9

Airline Towing Fleet Description

Make	Model	Year	Notes
Kenworth	T600 GL	1996	Challenger 50 Ton Rotating Crane
Peterbuilt	270 Conventional	2000	Challenger 70 Ton Rotating Crane
Kenworth	T800 Construct	1995	Challenger 50 Ton Stationary
Kenworth	T800 Construct	1994	Challenger 50 Ton Stationary
Kenworth	T800 Construct	1994	5 th Wheel Semi-Tractor w/Trailer
Peterbuilt	379 Conventional	1993	Zacklift 35 Ton
International	DT 4300	2005	Extended Cab Flatbed (2-car)
Kenworth	T300 Construct	2005	Flatbed (2-car)
International	DT 4300	2007	Extended Cab Flatbed



March _____, 2009

Airline Towing
12658 S Winchester Ave
Calumet Park, IL 60827

CONTACT NAME: Joshua Lyons, Lonnie Bramlett

Dear: Joshua & Lonnie

TEGSCO, LLC dba AutoReturn ((the "Company") looks forward to working with you in our effort to provide towing services to the City of Chicago (the "Municipality") for the Auto Pound Management, Boot Release and Tow, and Related Towing Services Request for Proposal (the "RFP"). We are pleased that we were able to agree on you becoming a Service Provider. This letter summarizes our agreement (the "Agreement") and is organized into the following three sections:

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The Service Provider has deep theoretical and technical knowledge in the areas of Auto Pound Management, Boot Release and Tow, and Related Towing Services.

2. Service Provider Deliverables

Service Provider will provide towing services for the Company. Service Provider will provide boot release services if applicable.

Ambassador Car Carriers

Name / Contact	Business Address	Relationship	# Trucks
Ambassador Car Carriers Helen Skrocki 708-403-2277	16242 S. 107 th St. Orland Park 60462	Subcontractor	6

Ambassador Fleet Description

Make	Model	Year	Notes
PeterBuilt	Flatbed	2005	
PeterBuilt	Wrecker	2005	
International	Flatbed	2007	
International	Flatbed	2002	
International	Eagle Claw	1998	
International	Wrecker	1990	



March 24, 2009

Ambassador Car Carriers

~~9513 W 143RD St~~ 16242 S. 107th ST.

Orland Park, IL 60462

(708) 403-2277

CONTACT NAME: HELEN SKROCKI

Dear: HELEN,

TEGSCO, LLC dba AutoReturn ((the "Company") looks forward to working with you in our effort to provide towing services to the City of Chicago (the "Municipality") for the Auto Pound Management, Boot Release and Tow, and Related Towing Services Request for Proposal (the "RFP"). We are pleased that we were able to agree on you becoming a Service Provider. This letter summarizes our agreement (the "Agreement") and is organized into the following three sections:

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Sincerely,



Raymond E. Krouse
CFO and Secretary
TEGSCO, LLC dba AutoReturn

Accepted and Agreed:



CONTACT NAME: HELEN SKROCKI

March 24, 2009

Ambassador Car Carriers

Wells Automotive Service


Name / Contact	Business Address	Relationship	# Trucks
Wells Automotive Service Mike Guske 312-943-5720	1317 N. Wells St. Chicago, IL 60610	Subcontractor	8

Wells Automotive Fleet Description

Make	Model	Year	Notes
Chevrolet	C6500	2002	
Chevrolet	C6500	2002	
GMC	C6500	2003	
GMC	C6500	2004	
Ford	F450	2006	
Hino	258	2008	
Hino	258	2008	



March 24th, 2009

Wells Towing  Wells Automotive Service
335 N Ogden Ave 1317 N. Wells St
Chicago, IL 60607 Chicago IL 60610

CONTACT NAME: Mike Guske

Dear: Mike,

TEGSCO, LLC dba AutoReturn ((the "Company") looks forward to working with you in our effort to provide towing services to the City of Chicago (the "Municipality") for the Auto Pound Management, Boot Release and Tow, and Related Towing Services Request for Proposal (the "RFP"). We are pleased that we were able to agree on you becoming a Service Provider. This letter summarizes our agreement (the "Agreement") and is organized into the following three sections:

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Sincerely,



Raymond E. Krouse
CFO and Secretary
TEGSCO, LLC dba AutoReturn

Accepted and Agreed:

CONTACT NAME: _____



March 24, 2009

~~Wells Towing~~ Wells Automotive Service

S&H Towing

Name / Contact	Business Address	Relationship	# Trucks
S&H Towing Steve Woolsey 773-722-2000	3609 W. Harrison St. Chicago, IL 60624	S&H Towing Steve Woolsey 773-722-2000	6

S&H Towing Fleet Description

Make	Model	Year	Notes
International	4400 Series	2005	Heavy Duty
International	4300 Series	2005	
International	4300 Series	2004	
International	4300 Series	2005	
FORD	F650	2006	
International	Tow Truck	2005	



March 24, 2009

COMPANY NAME: SPH Towing

CONTACT NAME: Steve Woolsey

COMPANY ADDRESS: 3609 W. Harrison St. Chicago IL
60624

Dear: Steve,

TEGSCO, LLC dba AutoReturn ((the "Company") looks forward to working with you in our effort to provide towing services to the City of Chicago (the "Municipality") for the Auto Pound Management, Boot Release and Tow, and Related Towing Services Request for Proposal (the "RFP"). We are pleased that we were able to agree on you becoming a Service Provider. This letter summarizes our agreement (the "Agreement") and is organized into the following three sections:

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Sincerely,



Raymond E. Krouse
CFO and Secretary
TEGSCO, LLC dba AutoReturn

Accepted and Agreed:

x

CONTACT NAME:

Steve Woulsey

March 24, 2009

COMPANY NAME:

STH Towing

Mike's Towing

Name / Contact	Business Address	Relationship	# Trucks
Mikes Towing Lois Wenzel 773-847-5257	3514 S. Archer Ave. Chicago, IL 60609	Subcontractor	8

Mike's Towing Fleet Description

Make	Model	Year	Notes
PeterBuilt	Tandem	1996	
IHC	Tandem	1985	
Freightliner	Tandem	1987	
IHC	4900	1995	2 Car Carrier
Freightliner	FL 70	2000	2 Car Carrier
IHC	4700	2002	Wheel Lift
FORD	F 450	2000	Wheel Lift
FORD	F 450	2000	Wheel Lift



March 23, 2009

Mike's Towing Services
3514 S. Archer Ave.
Chicago, IL 60609

CONTACT NAME: LOIS WENZEL

Dear: ~~LOIS~~ LOIS

TEGSCO, LLC dba AutoReturn ((the "Company") looks forward to working with you in our effort to provide towing services to the City of Chicago (the "Municipality") for the Auto Pound Management, Boot Release and Tow, and Related Towing Services Request for Proposal (the "RFP"). We are pleased that we were able to agree on you becoming a Service Provider. This letter summarizes our agreement (the "Agreement") and is organized into the following three sections:

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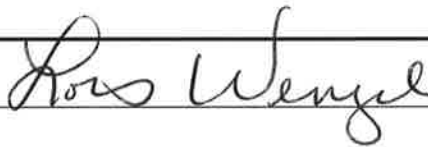
Sincerely,



Raymond E. Krouse
CFO and Secretary
TEGSCO, LLC dba AutoReturn

Accepted and Agreed:

CONTACT NAME: _____



March 23, 2009

Mike's Towing Services

Louis Wenzel

Patterson's Circle R Towing

Name / Contact	Business Address	Relationship	# Trucks
Patterson's Circle R Towing Roosevelt Patterson, Sr. 773-785-2600	10106 S. Michigan Ave. Chicago, IL 60628	Subcontractor	4

Patterson's Fleet Description

Make	Model	Year	Notes
International	Tow Truck	1998	
International	Tow Truck	2006	
International	Tow Truck	2005	
International	Tow Truck	2004	



March 23, 2009

Patterson's Circle R Towing
10106 S Michigan Ave
Chicago, IL 60628

CONTACT NAME: ROOSEVELT PATTERSON, SR.

Dear: ROOSEVELT,

TEGSCO, LLC dba AutoReturn ((the "Company") looks forward to working with you in our effort to provide towing services to the City of Chicago (the "Municipality") for the Auto Pound Management, Boot Release and Tow, and Related Towing Services Request for Proposal (the "RFP"). We are pleased that we were able to agree on you becoming a Service Provider. This letter summarizes our agreement (the "Agreement") and is organized into the following three sections:

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Sincerely,



Raymond E. Krouse
CFO and Secretary
TEGSCO, LLC dba AutoReturn

Accepted and Agreed:



CONTACT NAME: ROOSEVELT PATTERSON, SR

March 23, 2009

Patterson's Circle R Towing

Corky's Global Enterprises

Name / Contact	Business Address	Relationship	# Trucks
Corky's Global Enterprises Cordell Davis (773) 264-6015	10841 S Green St Chicago, IL 60643 (773) 264-6015	Subcontractor	2

Corky's Fleet Description

Make	Model	Year	Notes
International	4300	2002	Flatbed
International	4300	2007	Flatbed



March 23, 2009

COMPANY NAME: Corkys Global Ent.

CONTACT NAME: Cordell Davis

COMPANY ADDRESS: 1107 Breclaw Ave Calumet City IL.

Dear: Corkys,

TEGSCO, LLC dba AutoReturn ((the "Company") looks forward to working with you in our effort to provide towing services to the City of Chicago (the "Municipality") for the Auto Pound Management, Boot Release and Tow, and Related Towing Services Request for Proposal (the "RFP"). We are pleased that we were able to agree on you becoming a Service Provider. This letter summarizes our agreement (the "Agreement") and is organized into the following three sections:

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Sincerely,



Raymond E. Krouse
CFO and Secretary
TEGSCO, LLC dba AutoReturn

Accepted and Agreed:



CONTACT NAME: Cordell Davis

March 23, 2009

COMPANY NAME:

Corkys Global Ent.

Chromy's Towing

Name / Contact	Business Address	Relationship	# Trucks
Chromy's Towing Ralph		Subcontractor	6

Chromy's Towing Fleet Description

Make	Model	Year	Notes
FORD	F 450	2006	Self Loader
FORD	F 450	2008	Self Loader
FORD	F 550	2007	Flatbed
Chevrolet	C5500	2006	Flatbed
FORD	SuperDuty	1996	Flatbed
International	4700	1997	Medium Duty



March 26, 2009

COMPANY NAME: CHROMY'S

CONTACT NAME: RALPH CHROMY

COMPANY ADDRESS: 2033 W. FERDINAND

Dear: RALPH,

TEGSCO, LLC dba AutoReturn ((the "Company") looks forward to working with you in our effort to provide towing services to the City of Chicago (the "Municipality") for the Auto Pound Management, Boot Release and Tow, and Related Towing Services Request for Proposal (the "RFP"). We are pleased that we were able to agree on you becoming a Service Provider. This letter summarizes our agreement (the "Agreement") and is organized into the following three sections:

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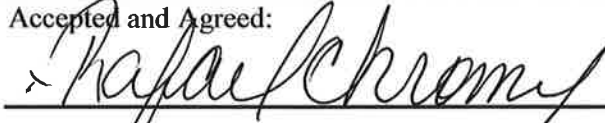
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Sincerely,



Raymond E. Krouse
CFO and Secretary
TEGSCO, LLC dba AutoReturn

Accepted and Agreed:



CONTACT NAME: RALPH CHORNY

March 26, 2009

COMPANY NAME:

CHORNY'S

D&D Towing & Recovery

Name / Contact	Business Address	Relationship	# Trucks
D&D Towing & Recovery Service, Inc. MBE Towing Company Deborah Stewart Phone: 708-277-3336	1111 Linden Avenue, Bellwood, IL 60104	MBE Subcontractor	1

D&D Towing Fleet Description

Make	Model	Year	Notes
FORD	F350	2002	



March 30, 2009

D&D Towing and Recovery Service, Inc.
Attn: Deborah Stewart
1111 Linden Ave.
Bellwood, Illinois 60104

Dear Deborah:

TEGSCO, LLC dba AutoReturn ((the "Company") has enjoyed meeting you and learning about D&D Towing and Recovery Service, Inc., (the "Service Provider"). We look forward to working with you in our effort to provide to the City of Chicago (the "Municipality") Auto Pound Management, Boot Release and Tow, and Related Towing Services as outlined in the Municipalities Request for Proposal (the "RFP"). We are pleased that we were able to agree on you becoming a Service Provider. This letter summarizes our agreement (the "Agreement") and is organized into the following three sections:

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The Service Provider has deep theoretical and technical knowledge in the areas of Towing, and Related Towing Services.

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3. Professional Arrangements

If the Company is not awarded the Contract, then no amounts will be owed the Service Provider and no obligation to utilize the Service Provider for any future work will be required.

If the Company is awarded the Contract and signs the Contract, then the Company and Service Provider will formalize this Agreement into a detailed legal contract (the "Future Agreement") taking into consideration our discussions to date and any new information learned through the RFP process and the Contract negotiations.

We look forward to building a long-term mutually beneficial relationship with you. Please indicate your acceptance of the contents of this letter by signing in the space below.

Sincerely,



Raymond E. Krouse
CFO and Secretary
TEGSCO, LLC dba AutoReturn

Accepted and Agreed:



Deborah Stewart
D&D Towing and Recovery Service, Inc.

4-1-09

Date

Pick-N-Pull Auto Dismantlers

Name / Contact	Business Address	Relationship
Pick-N-Pull Auto Dismantlers, Chicago, LLC Preferred Dismantler Steve Heiskell (916) 858-3100	7800 W 61st Pl Summit Argo, IL 60501	Preferred Dismantler

APPENDIX B: COMPANY PROFILE

This appendix includes the Company Profiles, requested in RFP Exhibit 3, for AutoReturn and our subcontractor, Pick-n-Pull.

EXHIBIT 3
COMPANY PROFILE INFORMATION

Submit a completed company profile information sheet for prime, each joint venture partner and subcontractor(s), as applicable.

- (1) Legal Name of Firm: TEGSCO LLC
- (2) Doing Business under Other Company Name?
If yes, Name of Company: AutoReturn
- (3) Headquarters Address: 945 Bryant Street, Suite 350
- (4) City, State, Zip Code: San Francisco, CA 94103
- (5) Web Site Address: www.autoreturn.com
- (6) Proposed Role: ☒ Prime ☐ Subcontractor/Subconsultant ☐ Joint Venture Partner
☐ Supplier or ☐ Other: _____
- (7) Number of Years in Business: 6 years, 11 months
- (8) Total Number of Employees: 56
- (9) Total Annual Revenues separated by last 3 full fiscal years: _____
- (10) Describe your primary areas of expertise: AutoReturn is a municipal towing management and logistics partner, providing Cities and their citizens with superior service throughout every step of the towing process.
- (11) Briefly describe your work, if any, contracted to other firms:
As described in the Proposal, AutoReturn does not own a single tow truck. We work with, not compete against, local businesses. Please refer to proposal sections I.B.c; II; V.A; VI.A.b; VI.A.e; and VI.A.k for more information.
- (13) Briefly describe your firm's experience in providing Auto Pound Management, Boot Release, and Related Towing Services.
AutoReturn has experience providing the exact services requested by the City of Chicago Department of Streets & Sanitation and Department of Revenue. Please see the attached pages.
- (14) Provide a summary of current and future projects and commitments:
AutoReturn is currently under contract with the City & County of San Francisco. Additionally, AutoReturn has been awarded contracts in Baltimore County, Maryland, and San Diego, California. Please see proposal section II.C.a for more detailed information.
Request for Proposal for Auto Pound Management, Boot Release and Tow, and Related Towing Services

(13) Briefly describe your firms experience in providing Auto Pound Management, Boot Release, and Related Towing Services.

AutoReturn is uniquely qualified to perform the services described in the RFP, because AutoReturn is a full-service towing management company. The company brings operational expertise, industry leading technology solutions, and professional towing management to our municipal customers. AutoReturn has the technical capabilities required to create the efficiencies the City requires, as well as extensive experience creating a single point of contact for a municipality and managing a disparate set of local Towing Contractors to meet desired service levels, while maintaining an equitable distribution of tows.

AutoReturn provides to the City and County of San Francisco on an equally broad range of towing management services as described in the Proposal. A copy of AutoReturn's contract with the City and County of San Francisco is available for download at www.autoreturn.com on the "Resources and Links" page.

- Statement of Work: <http://www.autoreturn.com/files/Appendix%20A%20-%20SOW.pdf>
- Master Agreement: <http://www.autoreturn.com/files/Master%20Agreement.pdf>

Please note that AutoReturn began work for San Francisco in March 2004. San Francisco was eager to get AutoReturn in (and the predecessor contractor out) so the City initially engaged AutoReturn via an interim contract for expediency, effective March 22, 2004. The current five year contract became effective in July 2005. The scope of services under the two contracts is substantially similar and the two contracts span the following periods of time:

- Interim Contract: March 2004 to July 2005
- Current Contract: July 2005 to present (contract through July 2010)

The contract documents show in detail the areas of AutoReturn responsibility and document that AutoReturn possesses the qualifications, ability, capacity, skill, and the number of years of experience providing the services required by the RFP. In summary, AutoReturn provides and has provided the following services since March 2004:

- 24 x 7 x 365 Dispatch management
- 24 x 7 x 365 Tow subcontractor management
- 24 x 7 x 365 Technical support
- Vehicle storage management (average of nearly 2,000 vehicles)
- Vehicle release management, including customer service in person, via phone, and via Internet
- Disposal management of unclaimed vehicles in accordance with all applicable laws
- Reporting and auditing infrastructure

**EXHIBIT 3
COMPANY PROFILE INFORMATION**

Submit a completed company profile information sheet for prime, each joint venture partner and subcontractor(s), as applicable.

- (1) Legal Name of Firm: Pick-n-Pull Auto Dismantlers, Chicago, LLC
- (2) Doing Business under Other Company Name?
If yes, Name of Company: _____
- (3) Headquarters Address: 10850 Gold Center Drive, Suite 325
- (4) City, State, Zip Code: Rancho Cordova, CA 95670
- (5) Web Site Address www.picknpull.com
- (6) Proposed Role: ☐ Prime ☒ Subcontractor/Subconsultant ☐ Joint Venture Partner
☐ Supplier or ☐ Other: _____
- (7) Number of Years in Business: 11 year, 9 months
- (8) Total Number of Employees: 19 FTE
- (9) Total Annual Revenues separated by last 3 full fiscal years: 7,017,812 (06) ; 8,418,632 (07) ; 11,945,835 (08)
- (10) Describe your primary areas of expertise: Auto Dismantling and Parts Sales.

- (11) Briefly describe your work, if any, contracted to other firms:
None.

- (13) Briefly describe your firm's experience in providing Auto Pound Management, Boot Release, and Related Towing Services.
N/A.

- (14) Provide a summary of current and future projects and commitments:
No current or future projects.

Request for Proposal for Auto Pound Management, Boot Release and Tow, and Related Towing Services

APPENDIX C: COMPANY REFERENCES

This appendix includes RFP Exhibit 4, Company References, for both AutoReturn and our subcontractor, Pick-n-Pull, as well as letters of recommendation written on behalf of AutoReturn.

AutoReturn:

- Exhibit 4: City & County of San Francisco, Mayor Willie Brown (former)
- Exhibit 4: City & County of San Francisco, Municipal Transportation Agency, Steve Bell
- Exhibit 4: City & County of San Francisco, Municipal Transportation Agency, Lorraine Fuqua
- Exhibit 4: City & County of San Francisco, Michael Kasolas, former Director SFMTA
- Exhibit 4: City & County of San Francisco, San Francisco Police Department, Sergeant Dean Marcic
- Exhibit 4: San Francisco Housing Authority, Rene Latosa
- Exhibit 4: The Villages at Treasure Island, Reginald Hairston & Doris Davis
- Exhibit 4: Jewish Community Center, Haime Maname
- Exhibit 4: Northbridge Cooperative Homes, Penny Hall
- Letter of Recommendation: Steve Bell, Manager, Parking Services and Fare Media Unit, SFMTA Finance and Lorraine R. Fuqua, Senior Analyst, Parking Services and Fare Media Unit, SFMTA Finance
- Letter of Recommendation: Dean Marcic, Sgt./Inspector, San Francisco Police Department, Badge #1085
- Letter of Recommendation: Michael G. Kasolas, California Probate Referee and Former Director, SFMTA

Pick-n-Pull

- Exhibit 4: City of Redding, Redding Police Department, Brian Martin
- Exhibit 4: Shasta County, Shasta County Sheriff, Steve Corella
- Exhibit 4: City of Anderson, Anderson Police Department, Kim Ochoa
- Exhibit 4: City of Santa Cruz, Santa Cruz Police Department, Lee Supulveda
- Exhibit 4: City of Santa Rosa, Santa Rosa Police Department, Sergeant Doug Shlief

EXHIBIT 4
COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references.

- (1) Client Name: City & County of San Francisco
- (2) Address: 100 Spear Street, 21st Floor
- (3) City, State, Zip Code: San Francisco, CA 94105
- (4) Project Manager: Willie Brown, Former Mayor
- (5) Telephone Number: (414) 777-0310
- (6) E-mail: _____
- (7) Number of Employees in Client Organization: _____
- (8) Project Scope of Services/Goals: AutoReturn provides towing, storage and disposal services for abandoned, junked, illegally parked and impounded vehicles for the City and County of San Francisco.

- (9) Contract Award Date: March, 2004 Completion: July 30, 2010
- (10) Initial Contract Amount: \$ 14.7 M/year Final Contract Amount: \$ 21.5 M/year
- (11) Describe how the client's goals were met. What was the outcome of the project? Attach additional pages, as necessary.
Please see attached pages.

- (12) Discuss significant obstacles to implementation and how those obstacles were overcome:
Please see attached pages.

- (13) Is the client still utilizing your firm for these services?
Yes.

- (14) What was the cost/financing structure of the contract?
Please see attached pages.

EXHIBIT 4
COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references.

- (1) Client Name: City & County of San Francisco; Municipal Transportation Agency
- (2) Address: 1 South Van Ness Avenue - 7th Floor
- (3) City, State, Zip Code: San Francisco, CA 94103
- (4) Project Manager: Steve Bell, Manager - Contracts
- (5) Telephone Number: (415) 701-4665; Fax: (415) 252-3272
- (6) E-mail: steve.bell@sfmta.com
- (7) Number of Employees in Client Organization: _____
- (8) Project Scope of Services/Goals: AutoReturn provides towing, storage and disposal services for abandoned, junked, illegally parked and impounded vehicles for the City and County of San Francisco.
- _____
- (9) Contract Award Date: March, 2004 Completion: July 30, 2010
- (10) Initial Contract Amount: \$ 14.7 M/year Final Contract Amount: \$ 21.5 M/year
- (11) Describe how the client's goals were met. What was the outcome of the project? Attach additional pages, as necessary.
Please see attached pages.
- _____
- (12) Discuss significant obstacles to implementation and how those obstacles were overcome:
Please see attached pages.
- _____
- (13) Is the client still utilizing your firm for these services?
Yes.
- _____
- (14) What was the cost/financing structure of the contract?
Please see attached pages.
- _____

EXHIBIT 4
COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references.

- (1) Client Name: City & County of San Francisco; Municipal Transportation Agency
- (2) Address: 1 South Van Ness Avenue - 7th Floor
- (3) City, State, Zip Code: San Francisco, CA 94103
- (4) Project Manager: Lorraine Fuqua, Senior Analyst - Contracts
- (5) Telephone Number: (415) 701-4678; Fax: (415) 252-4736
- (6) E-mail: lorraine.fuqua@sfmta.com
- (7) Number of Employees in Client Organization: _____
- (8) Project Scope of Services/Goals: AutoReturn provides towing, storage and disposal services for abandoned, junked, illegally parked and impounded vehicles for the City and County of San Francisco.

- (9) Contract Award Date: March, 2004 Completion: July 30, 2010
- (10) Initial Contract Amount: \$ 14.7 M/year Final Contract Amount: \$ 21.5 M/year
- (11) Describe how the client's goals were met. What was the outcome of the project? Attach additional pages, as necessary.
Please see attached pages.

- (12) Discuss significant obstacles to implementation and how those obstacles were overcome:
Please see attached pages.

- (13) Is the client still utilizing your firm for these services?
Yes.

- (14) What was the cost/financing structure of the contract?
Please see attached pages.

EXHIBIT 4
COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references.

- (1) Client Name: City & County of San Francisco; Municipal Transportation Agency
- (2) Address: 465 California Street - Suite 418
- (3) City, State, Zip Code: San Francisco, CA 94104
- (4) Project Manager: Michael Kasolas, Director, SFMTA (former)
- (5) Telephone Number: (415) 992-5806; Fax: (415) 520-5443
- (6) E-mail: mike@kasolas.com
- (7) Number of Employees in Client Organization: _____
- (8) Project Scope of Services/Goals: AutoReturn provides towing, storage and disposal services for abandoned, junked, illegally parked and impounded vehicles for the City and County of San Francisco.
- _____
- (9) Contract Award Date: March, 2004 Completion: July 30, 2010
- (10) Initial Contract Amount: \$ 14.7 M/year Final Contract Amount: \$ 21.5 M/year
- (11) Describe how the client's goals were met. What was the outcome of the project? Attach additional pages, as necessary.
Please see attached pages.
- _____
- (12) Discuss significant obstacles to implementation and how those obstacles were overcome:
Please see attached pages.
- _____
- (13) Is the client still utilizing your firm for these services?
Yes.
- _____
- (14) What was the cost/financing structure of the contract?
Please see attached pages.
- _____

EXHIBIT 4
COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references.

- (1) Client Name: City & County of San Francisco; San Francisco Police Dept.
- (2) Address: Hall of Justice - 850 Bryant Street
- (3) City, State, Zip Code: San Francisco, CA 94103
- (4) Project Manager: Sergeant Dean Marcic, Inspector, Auto Theft
- (5) Telephone Number: (415) 701-4678; Fax: (415) 252-4736
- (6) E-mail: _____
- (7) Number of Employees in Client Organization: _____
- (8) Project Scope of Services/Goals: AutoReturn provides towing, storage and disposal services for abandoned, junked, illegally parked and impounded vehicles for the City and County of San Francisco.
- (9) Contract Award Date: March, 2004 Completion: July 30, 2010
- (10) Initial Contract Amount: \$14.7 M/year Final Contract Amount: \$21.5 M/year
- (11) Describe how the client's goals were met. What was the outcome of the project? Attach additional pages, as necessary.
Please see attached pages.
- (12) Discuss significant obstacles to implementation and how those obstacles were overcome:
Please see attached pages.
- (13) Is the client still utilizing your firm for these services?
Yes.
- (14) What was the cost/financing structure of the contract?
Please see attached pages.

AUTORETURN REFERENCES – CITY & COUNTY OF SAN FRANCISCO

(11) Describe how the client's goals were met. What was the outcome of the project?

Before 2004, San Francisco's towing operation was plagued by the problems typical of the industry:

- Lack of responsiveness to city needs
- High numbers of customer complaints to the city
- Large numbers of claims for damage or loss of personal property (resolved only with legal action by individual claimants)
- No service standards by which to hold the contractor accountable
- Too much involvement by city staff required to manage the process
- Allegations of the dismantler-owned contractor defrauding the city, state, and customers of money as a result of the contractor's business practices

AutoReturn, after winning a competitive RFP process against the previous contractor and other bidders, began to change the status quo immediately.

AutoReturn immediately reduced customer complaints from 10-to-20 per month to an average of less than one per month. AutoReturn measurably improved towing response times through the creation and implementation of proprietary dispatch technology and better management practices. Additionally, the Company implemented an extensive reporting program to hold AutoReturn and towing subcontractors accountable for delivering against our performance promise. What had been a very public failure for San Francisco was transformed into a source of pride and confidence for the City.

"We have experienced a transformation in San Francisco that has fundamentally changed the way we think about towing."

Willie Brown, Former Mayor of San Francisco,
about AutoReturn's positive impact

San Francisco Case Study

BEFORE	AFTER
Complaints to city: 10-20 / month	Complaints to City: Less than one / month
Poor service and little accountability	Increased accountability with reduced effort required by city
Poorly performing subcontractors	Tow response times reduced by 32% using the same existing tow operators
Little use of technology	World-class technology and active management
Public embarrassment to city	Improved public perception of city towing

"AutoReturn improved this troubled City service into one that is efficiently operated and professionally managed."

Steve Bell, Parking Services Manager

(12) Discuss significant obstacles to implementation and how those obstacles were overcome.

When AutoReturn took over municipal towing operations in San Francisco, the Company was faced with the obstacle of attempting to integrate a number of previously poorly performing towing subcontractors. However, through coaching, training and close monitoring, we were able to drive these same subcontractors, who had been part of the problem under the previous contractor, to perform at high levels and work with AutoReturn to deliver excellent service to the City & County of San Francisco.

(14) What was the cost/financing structure of the contract?

AutoReturn has responsibility to manage all operations within San Francisco and is contracted to pay for expenses related to all operational activities (e.g., dispatch, towing, storage, customer service, vehicle lien processing, vehicle auctions, etc.). AutoReturn collects all amounts paid by customers to claim vehicles and collects all amounts paid to purchase unclaimed vehicles. From these amounts collected, AutoReturn pays certain amounts to San Francisco on a daily basis (citation collections, a referral fee currently paid at \$22 per tow, and an administrative fee currently paid at \$70.50 per vehicle released to the vehicle owner) and an annual amount that is equal to one percent (1%) of total revenues collected.

EXHIBIT 4
COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references.

- (1) Client Name: San Francisco Housing Authority
- (2) Address: 440 Turk Street
- (3) City, State, Zip Code: San Francisco, CA 94102
- (4) Project Manager: Rene Latosa, Deputy Administrator
- (5) Telephone Number: (415) 241-1040; Fax: (415) 554-1258
- (6) E-mail: _____
- (7) Number of Employees in Client Organization: _____
- (8) Project Scope of Services/Goals: AutoReturn provides towing, storage and disposal services for abandoned, junked, illegally parked vehicles.
- _____
- _____
- (9) Contract Award Date: December 15, 2004 Completion: current
- (10) Initial Contract Amount: \$ 20,000 Final Contract Amount: \$ 20,000
- (11) Describe how the client's goals were met. What was the outcome of the project? Attach additional pages, as necessary.
AutoReturn removes abandoned, junked and illegally parked vehicles quickly and efficiently at the direction of the San Francisco Housing Authority. The client has been very pleased with AutoReturn's services.
- _____
- (12) Discuss significant obstacles to implementation and how those obstacles were overcome:
None.
- _____
- _____
- (13) Is the client still utilizing your firm for these services?
Yes.
- _____
- _____
- (14) What was the cost/financing structure of the contract?
The customer is invoiced on a per tow basis.
- _____
- _____

EXHIBIT 4
COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references.

- (1) Client Name: The Villages at Treasure Island
- (2) Address: 410 Palm Avenue, Building 1, Suite 168
- (3) City, State, Zip Code: San Francisco, CA 94130
- (4) Project Manager: Reginald Hairston & Doris Davis - Property Managers
- (5) Telephone Number: (415) 834-0211; Fax: (415) 834-0210
- (6) E-mail: _____
- (7) Number of Employees in Client Organization: _____
- (8) Project Scope of Services/Goals: Private towing, storage and disposal
abandoned, junked, illegally parked vehicles.
- _____
- _____
- (9) Contract Award Date: March 31, 2004 Completion: Current
- (10) Initial Contract Amount: \$ 2,500.00 Final Contract Amount: \$ 2,500.00
- (11) Describe how the client's goals were met. What was the outcome of the project? Attach additional pages, as necessary.
AutoReturn removes abandoned, junked and illegally parked vehicles quickly and
efficiently at the direction of the client. The client has been very pleased with
AutoReturn's services.
- _____
- (12) Discuss significant obstacles to implementation and how those obstacles were overcome:
None.
- _____
- _____
- (13) Is the client still utilizing your firm for these services?
Yes.
- _____
- _____
- (14) What was the cost/financing structure of the contract?
The customer is invoiced on a per tow basis.
- _____
- _____

EXHIBIT 4
COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references.

- (1) Client Name: Jewish Community Center
- (2) Address: 3200 California Street
- (3) City, State, Zip Code: San Francisco, CA 94118
- (4) Project Manager: Haime Maname, Head of Security
- (5) Telephone Number: (415) 292-1299 X 1147
- (6) E-mail: _____
- (7) Number of Employees in Client Organization: _____
- (8) Project Scope of Services/Goals: Private towing, storage and disposal
abandoned, junked, illegally parked vehicles.
- _____
- _____
- (9) Contract Award Date: July 14, 2004 Completion: Current
- (10) Initial Contract Amount: \$2,500.00 Final Contract Amount: \$2,500.00
- (11) Describe how the client's goals were met. What was the outcome of the project? Attach additional pages, as necessary.
AutoReturn removes abandoned, junked and illegally parked vehicles quickly and
efficiently at the direction of the client. The client has been very pleased with
AutoReturn's services.
- _____
- (12) Discuss significant obstacles to implementation and how those obstacles were overcome:
None.
- _____
- _____
- (13) Is the client still utilizing your firm for these services?
Yes.
- _____
- _____
- (14) What was the cost/financing structure of the contract?
The customer is invoiced on a per tow basis.
- _____
- _____

EXHIBIT 4
COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references.

- (1) Client Name: Northbridge Cooperative Homes
- (2) Address: 1 Ardath Court
- (3) City, State, Zip Code: San Francisco, CA 94124
- (4) Project Manager: Penny Hall - Manager
- (5) Telephone Number: (415) 647-0220; Fax: (415) 647-2143
- (6) E-mail: _____
- (7) Number of Employees in Client Organization: _____
- (8) Project Scope of Services/Goals: Private towing, storage and disposal
abandoned, junked, illegally parked vehicles.

- (9) Contract Award Date: December 2, 2004 Completion: Current
- (10) Initial Contract Amount: \$ 1,000 Final Contract Amount: \$ 1,000
- (11) Describe how the client's goals were met. What was the outcome of the project? Attach additional pages, as necessary.
AutoReturn removes abandoned, junked and illegally parked vehicles quickly and
efficiently at the direction of the client. The client has been very pleased with
AutoReturn's services.

- (12) Discuss significant obstacles to implementation and how those obstacles were overcome:
None.

- (13) Is the client still utilizing your firm for these services?
Yes.

- (14) What was the cost/financing structure of the contract?
The customer is invoiced on a per tow basis.

Gavin Newsom | Mayor

Rev. Dr. James McCray Jr. | Chairman

Tom Nolan | Vice-Chairman

Cameron Beach | Director

Shirley Breyer Black | Director

Malcolm Heinicke | Director

Jerry Lee | Director

Bruce Oka | Director

Nathaniel P. Ford, Sr. | Executive Director/CEO

April 10, 2008

To Whom It May Concern:

We, on behalf of the San Francisco Municipal Transportation Agency, have acted as Contract Administrators for the Agreement for Towing, Storage and Disposal of Illegally Parked and Abandoned Vehicles for the City and County of San Francisco (the "City") since 1997 and 2003, respectively. During our tenure as contract administrators, AutoReturn transformed this troubled City service into one that is efficiently operated and professionally managed.

Customer service levels have improved dramatically under AutoReturn's management. Prior to AutoReturn's tenure, customer complaints were commonplace and averaged ten to twenty per month. The complaint volume is now less than one per month under AutoReturn, and the complaints are generally resolved quickly, and with minimum intervention on the Agency's part. In addition, when Agency staff contacts AutoReturn regarding administrative matters, AutoReturn responds in a timely, courteous and helpful manner. AutoReturn has significantly reduced tow response times and successfully managed multiple towing subcontractors for the City.

In March 2007, AutoReturn received a favorable review during a compliance audit conducted by the City Controller's Office. The next compliance audit will be conducted in 2009.

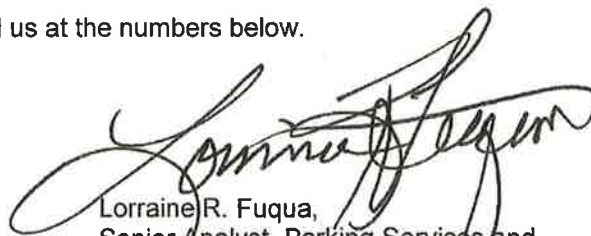
Finally, AutoReturn's tow management software system provides the City with all the information we require regarding tracking of towed vehicles in an easily digestible format. The system has been stable, flexible and has provided a new level of transparency into towing operations that the City did not have prior to its implementation.

If you have any questions, please feel free to call us at the numbers below.

Sincerely,



Steve Bell,
Manager, Parking Services and
Fare Media Unit, SFMTA Finance
415-701-4665



Lorraine R. Fuqua,
Senior Analyst, Parking Services and
Fare Media Unit, SFMTA Finance
415-701-4678



POLICE DEPARTMENT
CITY AND COUNTY OF SAN FRANCISCO

THOMAS J. CAHILL HALL OF JUSTICE
850 BRYANT STREET
SAN FRANCISCO, CALIFORNIA 94103-4603

HEATHER J. FONG
CHIEF OF POLICE

January 16, 2008

To Whom It May Concern:

My name is Sgt. / Inspector Dean Marcic of the San Francisco Police Department. As part of my duties, I am responsible for investigative tows. As such I work directly with the impound vendors. The level of service is much better since AutoReturn began managing the towing operation. Their responsiveness to my needs and requests makes my job much easier. When AutoReturn commits to doing something I know it will get done and get done right. I would strongly encourage any other municipality to select AutoReturn to manage its towing operation.

Sincerely,

 #1085
Dean Marcic



Michael G. Kasolas, CPA
CALIFORNIA PROBATE REFEREE

Merchants Exchange Building
465 California Street, Suite 418
SAN FRANCISCO, CALIFORNIA 94104

TELEPHONE (415) 992-5806 FAX (415) 520-5443
CELLULAR (415) 850-9525 E-MAIL mike@kasolas.com

April 30, 2008

To whom it may concern:

Re: Letter of Reference for TEGSCO, LLC, dba San Francisco AutoReturn "AutoReturn".

I served as a Director for the San Francisco Municipal Transportation Agency (MTA), an appointed position of the Mayor, from August 2002 through March 2007, and served as the Vice-Chairman of the Board from January 2005 through March 2007.

I have been asked by AutoReturn to provide a letter of reference, as I served on the MTA Board prior to AutoReturn's contract approval, and subsequently during the contract selection process, the operational transition from the prior vendor to AutoReturn, all of which was for approximately the first three years of AutoReturn's operation under the exclusive contract for towing and impound management for the City and County of San Francisco. I am familiar with their company and the very positive results afforded to San Francisco by their operation.

The towing situation in San Francisco before AutoReturn was a public embarrassment and is now an example of how a company should provide services to a municipality

AutoReturn's professional management team effectuated a smooth transition and utilized state of the art technology which translated to an immediate increase in service levels, the essential elimination of complaints and positively transformed the towing operation in San Francisco.

I would highly recommend the use of their services for any municipality that is seeking a vendor that will deliver services professionally, effectively and timely.

If you have any questions, please give me a call directly at (415) 850-9525.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael G. Kasolas", followed by a long horizontal flourish.

Michael G. Kasolas

EXHIBIT 4
COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references.

- (1) Client Name: City of Redding, California; Redding Police Dept
- (2) Address: 1313 California Street
- (3) City, State, Zip Code: Redding, CA 96001
- (4) Project Manager: Brian Martin
- (5) Telephone Number: (530) 225-4296; Fax: (530) 225-4568
- (6) E-mail: _____
- (7) Number of Employees in Client Organization: see attached pages.
- (8) Project Scope of Services/Goals: see attached pages.
- _____
- _____
- _____
- (9) Contract Award Date: October 1, 2006 Completion: September 30, 2009
- (10) Initial Contract Amount: \$ 0.00 Final Contract Amount: \$ 41,000.00
- (11) Describe how the client's goals were met. What was the outcome of the project? Attach additional pages, as necessary.
see attached pages.
- _____
- _____
- _____
- (12) Discuss significant obstacles to implementation and how those obstacles were overcome:
none.
- _____
- _____
- _____
- (13) Is the client still utilizing your firm for these services?
yes.
- _____
- _____
- _____
- (14) What was the cost/financing structure of the contract?
see attached pages.
- _____
- _____
- _____

EXHIBIT 4
COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references.

- (1) Client Name: Shasta County California; Shasta County Sheriff
- (2) Address: 1525 Court Street
- (3) City, State, Zip Code: Redding, CA 96001
- (4) Project Manager: Steve Corella
- (5) Telephone Number: (530) 245-1686
- (6) E-mail: _____
- (7) Number of Employees in Client Organization: see attached pages.
- (8) Project Scope of Services/Goals: see attached pages.
- _____
- _____
- _____
- (9) Contract Award Date: October 1, 2006 Completion: September 30, 2009
- (10) Initial Contract Amount: \$ 0.00 Final Contract Amount: \$ 41,000.00
- (11) Describe how the client's goals were met. What was the outcome of the project? Attach additional pages, as necessary.
see attached pages.
- _____
- _____
- _____
- (12) Discuss significant obstacles to implementation and how those obstacles were overcome:
none.
- _____
- _____
- _____
- (13) Is the client still utilizing your firm for these services?
yes.
- _____
- _____
- _____
- (14) What was the cost/financing structure of the contract?
see attached pages.
- _____
- _____
- _____

EXHIBIT 4
COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references.

- (1) Client Name: City of Anderson, California; Anderson Police Dept
- (2) Address: 2220 North Street
- (3) City, State, Zip Code: Anderson, CA 96007
- (4) Project Manager: Kick Ochoa
- (5) Telephone Number: (530) 378-6618
- (6) E-mail: _____
- (7) Number of Employees in Client Organization: see attached pages.
- (8) Project Scope of Services/Goals: see attached pages.
- _____
- _____
- _____
- (9) Contract Award Date: October 1, 2006 Completion: September 30, 2009
- (10) Initial Contract Amount: \$ 0.00 Final Contract Amount: \$ 41,000.00
- (11) Describe how the client's goals were met. What was the outcome of the project? Attach additional pages, as necessary.
see attached pages.
- _____
- _____
- _____
- (12) Discuss significant obstacles to implementation and how those obstacles were overcome:
none.
- _____
- _____
- _____
- (13) Is the client still utilizing your firm for these services?
yes.
- _____
- _____
- _____
- (14) What was the cost/financing structure of the contract?
see attached pages.
- _____
- _____
- _____

PICK-N-PULL REFERENCES – CITY OF REDDING, CITY OF ANDERSON, SHASTA COUNTY

Pick-n-Pull is the sole contract provider for an abandoned vehicle abatement contract for a joint powers agreement with the City of Redding, City of Anderson and Shasta County California, supporting an estimated population of 180,000 people.

Pick-n-Pull tows an approximated 150 vehicles per month at the direction of the above law enforcement entities. Some of these vehicles are towed from a distance of 50 miles or more. The actual towing portion of this contract is subcontracted to three local tow companies that are under contract with us for this program and other towing. All dispatching and actual tows are done at our direction with a one hour response time in most cases. Pick-n-Pull pays for all towing costs. All vehicles are cleared through CA DMV and are dismantled at our expense. Any parts or metal recovery sales are retained by Pick-n-Pull.

This contract began October 1, 2006 and expires September 30, 2009 with two additional one year extension available.

EXHIBIT 4
COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references.

- (1) Client Name: City of Santa Cruz, CA; Santa Cruz Police Dept.
- (2) Address: 155 Center Street
- (3) City, State, Zip Code: Santa Cruz, CA 95060
- (4) Project Manager: Lee Supulveda
- (5) Telephone Number: (831) 420-5859
- (6) E-mail: _____
- (7) Number of Employees in Client Organization: _____
- (8) Project Scope of Services/Goals: see attached pages.

- (9) Contract Award Date: July 1, 2004 Completion: n/a
- (10) Initial Contract Amount: \$ 0.00 Final Contract Amount: \$ 4,000
- (11) Describe how the client's goals were met. What was the outcome of the project? Attach additional pages, as necessary.
see attached pages.

- (12) Discuss significant obstacles to implementation and how those obstacles were overcome:
none.

- (13) Is the client still utilizing your firm for these services?
yes.

- (14) What was the cost/financing structure of the contract?
see attached pages.

PICK-N-PULL REFERENCES – CITY OF SANTA CRUZ

Pick-n-Pull is the sole contract provider for an abandoned vehicle abatement contract for the City of Santa Cruz, California, supporting an estimated population of 80,000 people.

Pick-n-Pull tows an approximated 30 vehicles per month at the direction of the above law enforcement entity. All dispatching and actual tows are done at our direction with our own equipment. Pick-n-Pull pays for all towing costs. All vehicles are cleared through CA DMV and are dismantled at our expense. Any parts or metal recovery sales are retained by Pick-n-Pull.

This contract began July 1, 2004 and renews annually as an open purchase order.

EXHIBIT 4
COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references.

- (1) Client Name: City of Santa Rosa, California; Santa Rosa Police Dept
- (2) Address: 55 Stony Point Road
- (3) City, State, Zip Code: Santa Rosa, CA 95402
- (4) Project Manager: Sergeant Doug Schlieff
- (5) Telephone Number: (707) 543-3620
- (6) E-mail: _____
- (7) Number of Employees in Client Organization: _____
- (8) Project Scope of Services/Goals: see attached pages.

- (9) Contract Award Date: March 1, 2005 Completion: February 28, 2010
- (10) Initial Contract Amount: \$ 0.00 Final Contract Amount: \$18,720.00
- (11) Describe how the client's goals were met. What was the outcome of the project? Attach additional pages, as necessary.
see attached pages.

- (12) Discuss significant obstacles to implementation and how those obstacles were overcome:
none.

- (13) Is the client still utilizing your firm for these services?
yes.

- (14) What was the cost/financing structure of the contract?
see attached pages.

PICK-N-PULL REFERENCES – CITY OF SANTA ROSA

Pick-n-Pull is the sole contract provider for an abandoned vehicle abatement contract for the City of Santa Rosa, California, supporting an estimated population of 65,000 people.

Pick-n-Pull tows an approximated 50 vehicles per month at the direction of the above law enforcement entity. All dispatching and actual tows are done at our direction with our own equipment. Pick-n-Pull pays for all towing costs. All vehicles are cleared through CA DMV and are dismantled at our expense. Any parts or metal recovery sales are retained by Pick-n-Pull.

This contract began March 1, 2005 and renewed March 1, 2008 for an additional two years, expiring on February 28, 2010.

APPENDIX D: ORGANIZATIONAL PLAN

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I. INTRODUCTION

Section 6.A.b.1: Job Profiles and **Section 6.A.b.2: Minimum Staffing** of AutoReturn's response to the RFP provide a summary of the staffing plan and the minimum staffing requirements that will be needed to run a 24x7 operation and to comply with the City of Chicago staffing requirements. This appendix provides additional details on how AutoReturn plans to meet the needs of Chicago through its human capital.

The details of AutoReturn's organizational structure, staffing plans, training plans, and job descriptions are presented in this appendix. This plan demonstrates that AutoReturn understands the staffing requirements of the Contract – at every level of the organization – and that we are committed to maintaining staffing levels with an appropriate number of personnel to run an efficient, responsive, and customer-focused organization at all times.

Functional Areas

The operational needs of the Company include staff, processes, facilities, technology infrastructure, and other equipment across five (5) major categories:

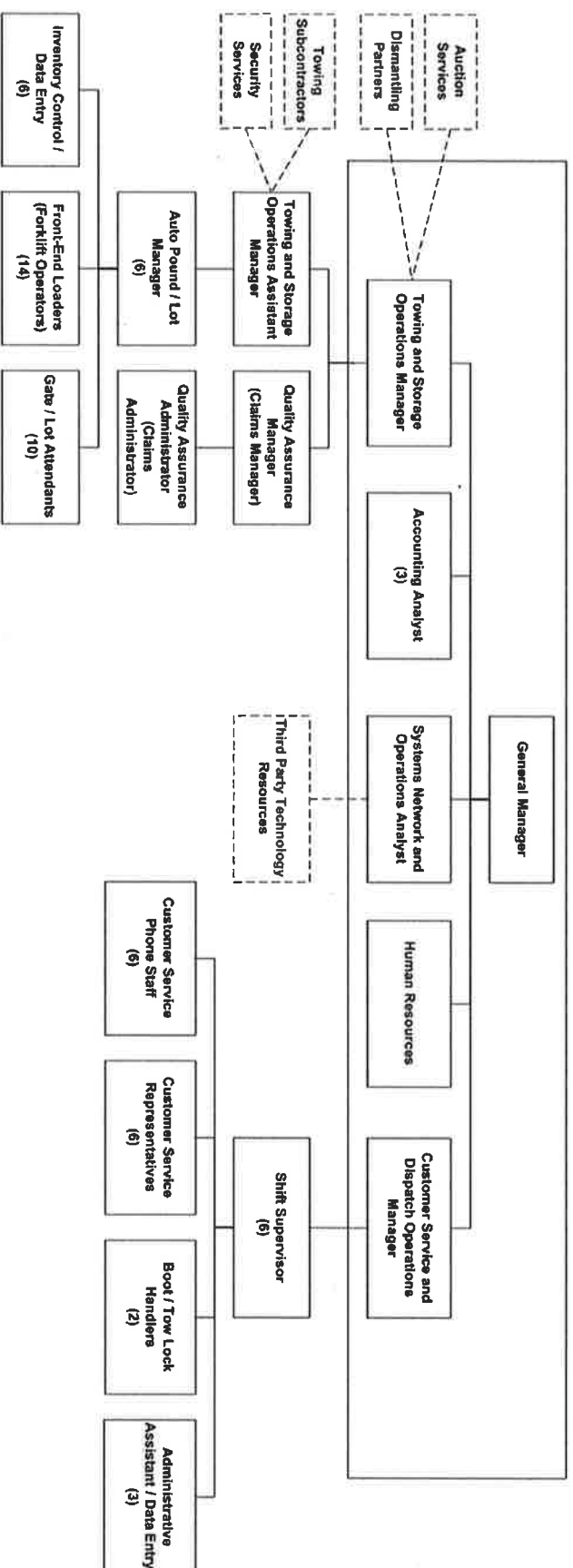
- Towing
- Storage
- Return
- Disposal
- Support

To support these five critical areas, employees will contribute as a member of the management team or as a member of one of the following six (6) functional areas:

- Towing Personnel (including management and staff for subcontractor tow management, internal tow operations, dispatch operations, and administration for all required staff)
- Storage Personnel (including management and staff for security subcontractor management, parking lot operations, and auction operations)
- Vehicle Return Personnel (including customer service management and staff for vehicle return processing)
- Vehicle Disposal Personnel (including management and staff for auction operations and salvage operations)
- Information Technology Personnel (including management and staff for technology infrastructure and information systems operations)
- Finance, Human Resources and Administrative Personnel (including the management and staff for office management, accounting, and other record keeping / report generation operations)

Organization Chart — AutoReturn

The following organizational chart summarizes the AutoReturn team that will be involved in the Chicago operations.



II. REPORTING RELATIONSHIPS AND FUNCTIONAL GROUPS

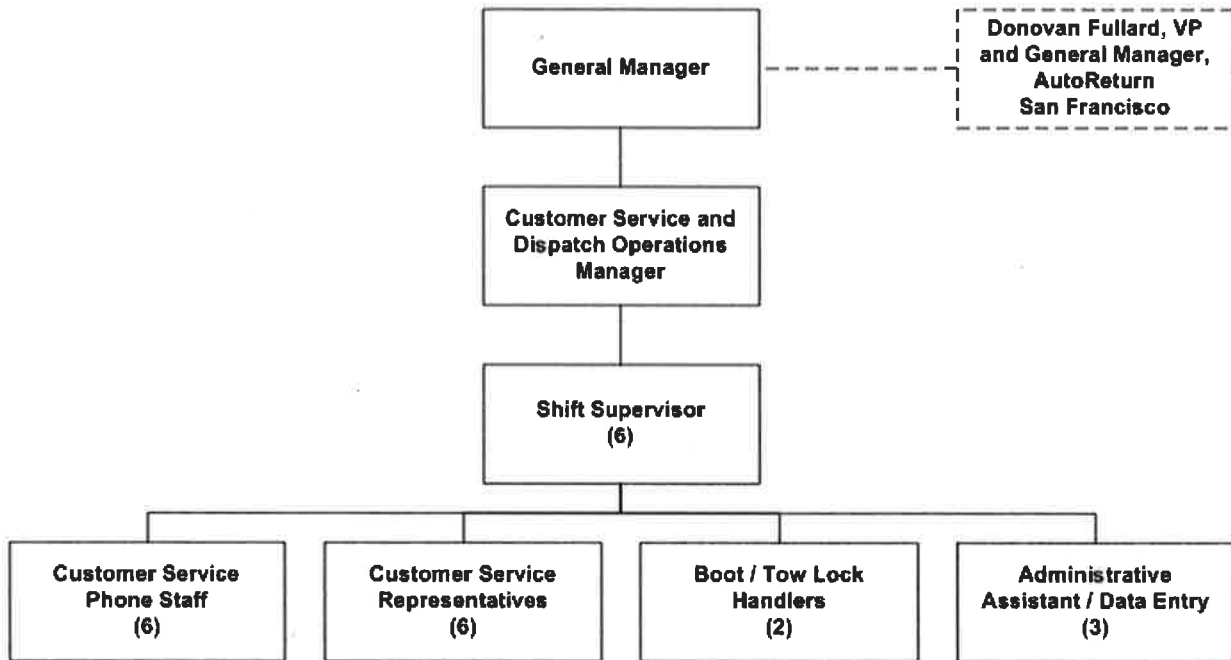
The reporting structure is configured with just a few management layers to ensure that all staff members have immediate access to their supervisors. This also allows management to step in as needed, with their knowledge of processes and systems equal to their staff. The direct reporting relationships and a discussion of the primary responsibilities of each functional area are provided below. The job profiles can be found in **Section IV: AutoReturn Job Profiles**.

A. CUSTOMER SERVICE AND DISPATCH PERSONNEL

AutoReturn's customer service staff will be located at each facility in sufficient numbers to manage a schedule of 24 hours, seven days a week, including holidays. The customer service staff consists of the phone operators, the window staff, and the customer service representatives that handle customer service questions, complaints, claims, and other matters. Dispatchers and other towing subcontractors are the direct links to the Chicago Police Department. Dispatch personnel will be centralized in one facility and will be trained in the use of proven dispatch technology to maximize the benefits of the GPS equipped tow trucks, and minimizing the response time for tow requests. No fewer than two dispatchers will be working during peak volume hours. The dispatch and customer service functions will be cross-trained to allow for interchange of duties as workload demands (such as peak customer visit times or peak dispatch request times). The system in place allows staff from various and remote locations to provide supporting roles to dispatchers at any given time.

All customer service dispatch and personnel will report to the Dispatch and Customer Service Operations Manager who is supported by the Shift Supervisor. Donovan Fullard will support the Dispatch and Customer Service Manager during the transition and will be an additional resource to the Contract team. The Customer Service and Dispatch Operations Manager will manage the staff required to perform these functions and provide the best service to the City. This includes monitoring performance and ensuring attendance in mandatory customer service training. All customer service employees, along with every AutoReturn employee, will receive mandatory customer service training and formal training in the use of the relevant information systems required to respond to customer requests effectively and efficiently. The training, along with well-defined and communicated policies and procedures, will minimize the wait time of customers and exceed customer expectations for service excellence. This team of employees will perform the duties related to interaction with the public, from phone and face-to-face assistance with vehicle release to response to customer claims, complaints, and feedback. In addition, the customer service staff acts as the conduit for information flow throughout the company, passing on customer input to facilitate process and system improvements.

Organization Chart — Customer Service and Dispatch Personnel

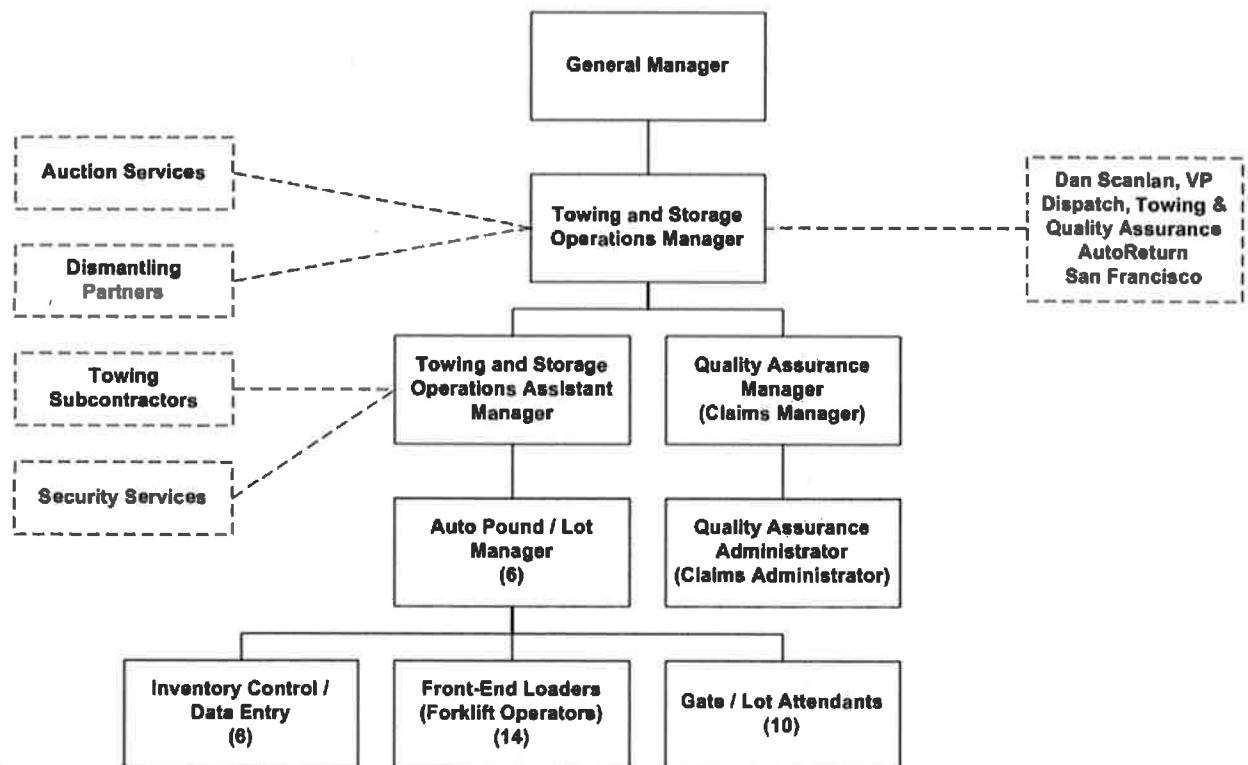


B. TOWING & STORAGE PERSONNEL

The towing and storage staff and contracted security personnel are responsible for the efficient, effective, towing, safe storage and retrieval of vehicles and other property on the lots. The Quality Assurance Manager is supported by an Assistant Manager and several Lot Managers. Dan Scanlan, VP, Dispatch, Towing, and Quality Assurance of AutoReturn San Francisco operations will support the Quality Assurance Manager during the transition and will be an additional resource to the Contract team. The Towing and Storage Operations Manager will manage the employees and subcontractors required to perform these functions. AutoReturn storage employees will be located at each facility in sufficient numbers to provide excellent service to vehicle owners for all relevant service metrics.

All storage employees will receive mandatory customer service training, and other designated employees will receive formal training in the correct operation of specialty equipment required to perform the storage, retrieval, and security duties (e.g., forklifts, loaders, video surveillance equipment, customer service computer systems, etc.) This training along with other policies and procedures will minimize the incidence of damage to vehicles and the occurrence of lost or stolen property. AutoReturn staff will bag and tag personal property found within the vehicle compartment for safe-keeping. At least one security guard will be stationed at the front and rear gates of the facilities when the facilities are open to the public and employees will monitor entry and exit of all persons and property. During off-hours, security personnel will patrol the lots to ensure the safety of all vehicles and other property. 24-hour video surveillance with infrared motion detector camera systems will be utilized at all storage facilities that will enable both on-site and off-site monitoring. Compensation of the security firm will include a reward or penalty dependant on the incidence of lost or stolen property with the goal of zero theft.

Organization Chart — Storage and Disposal Personnel



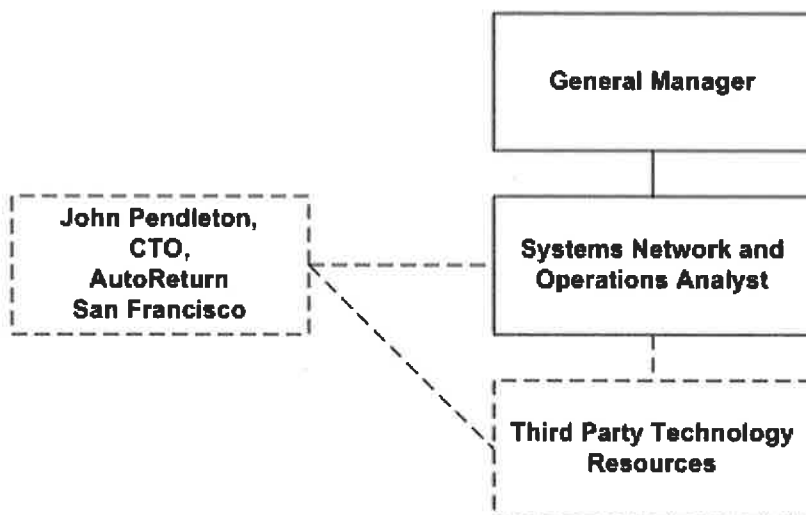
C. INFORMATION TECHNOLOGY PERSONNEL

The Systems Network and Operations Analyst staff will be responsible for developing, implementing, and supporting all of AutoReturn's technological systems and infrastructure. The most important of these systems is ARIES, which stands for AutoReturn Integrated Enterprise System. This system supports the core functions of dispatch and towing management, vehicle storage, impound management, vehicle return, general customer service related tasks, lien sales processing, vehicle disposal, and all of AutoReturn's reporting needs. ARIES is accessible through a web-based interface to AutoReturn staff and City officials. Components of this system are available to customers through AutoReturn's self-service web site and automated phone system.

The General Manager, supported by AutoReturn's San Francisco-based information technology ("IT") team, will manage the IT staff and the IT partner companies required to support all of AutoReturn's information technology systems. The day-to-day support and administration of all of AutoReturn's business systems and IT infrastructure will be the responsibility of the Systems Network and Operations Analysts.

All IT employees will receive the mandatory customer service training and any job function specific training required, including, but not limited to, training in specific solution components, hardware systems administration, database administration, and network administration.

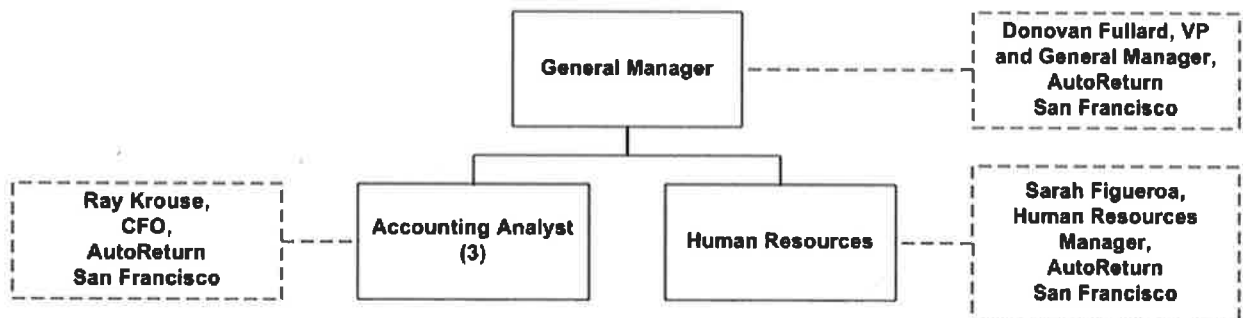
Organization Chart — Information Technology Personnel



D. ADMINISTRATIVE PERSONNEL

The administrative, accounting, and finance staff will be responsible for visitor reception; office management; budgeting and variance analysis; providing reports and analysis based on the Company's performance compared to the service level agreements defined within the Contract; recording all financial transactions (cash receipts, cash disbursements, payroll related activity, purchasing, etc.); maintaining a chart of accounts and reconciling sub-ledgers to ensure the accuracy, completeness, and consistency of activity for bank accounts, accounts receivable, accounts payable, fixed assets; and other administrative functions as needed. AutoReturn's General Manager, supported by the AutoReturn San-Francisco-based accounting and finance staff, will manage the staff required to perform these job functions. Administrative employees will receive the mandatory customer service training and any job function specific training required, including, but not limited to, training in accounting systems, other computer systems, and accounting compliance.

Organization Chart — Administrative Personnel



III. RESOURCE STAFFING PLAN

In addition to management positions and the RFP required positions, AutoReturn plans to hire new employees to fill new jobs within the organization. The table below provides a comprehensive list of all headcount for all positions needed to run the Chicago operations.

Projected Management and Staff Positions

Functional Area	Location	Title	Quantity
Administrative	Lot 6	Accounting Analyst	3
Administrative	Lot 6	Administrative Assistant / Data Entry	3
Administrative	Lots 6 & 3N	General Manager	1
Administrative	Lot 6	Human Resources	1
Administrative	Lot 6	Systems Network and Operations Analyst	1
Administrative	Lot 6	Quality Assurance Manager / Administrator (Claims Manager & Claims Administrator)	2
Customer Service & Dispatch	Lots 2 & 3S	Customer Service and Dispatch Operations Manager	1
Customer Service & Dispatch	Lot 6	Customer Service - Phone Staff	6
Customer Service & Dispatch	Lots 6 & 2	Customer Service Representatives	6
Customer Service & Dispatch	Lots 6 & 2	Shift Supervisor	6
Customer Service & Dispatch	Lot 6	Boot / Tow Lock Handler	2
Storage	Lots 2 & 3S	Towing and Storage Operations Manager	1
Storage	Lots 6 & 3N	Towing and Storage Operations Assistant Manager	1
Storage	Lots	Auto Pound / Lot Manager	6
Storage	Lots	Gate / Lot Attendants	10
Storage	Lots	Front-End Loaders (Forklift Operators)	14
Storage	Lots	Inventory Control Personnel (Vehicle Cleaners / Data Entry)	6
Total Recruiting Needs			70
Total AutoReturn Headcount			70

Note: These needs have been determined by creating staffing schedules to run a 24/7 operation.

IV. AUTORETURN JOB PROFILES

To support the organizational staffing plan, the Company has developed job profiles for all employee roles. The positions that are described below are also depicted the organization charts and the staffing plan table found the preceeding sections, including the quantity of staff members for each position.

Accounting Analyst

This position applies the principles of accounting within assigned areas of the trial balance and performs duties for various other financial matters. Some familiarity with and an awareness of the laws and regulations that apply to an accounting function are required to ensure compliance. The Accounting Analyst must possess basic knowledge of the Company's financial accounting systems.

Administrative Assistant / Data Entry Clerk

The Data Entry Clerk / Administrative Assistant is responsible for day-to-day data processing. The administrator records all information related to AutoReturn's tow operations in the City of Chicago in the company wide database. Continuously updates the database with up-to-date status information on all vehicles towed by AutoReturn. The Data Entry Clerk / Administrative Assistant is responsible for obtaining proper documentation from vehicle owners and providing the vehicle owner with a receipt to give to the City cashier for payment. This position is also responsible for providing administrative support within established policies and procedures for the department.

General Manager

The General Manager applies the basic principles of personnel, operations, and facilities management along with municipal towing knowledge to all aspects of the day-to-day operations. The General Manager is ultimately responsible for overall performance of the Chicago operations. This individual is overseen and supported by the AutoReturn executive management based in San Francisco. In turn, all members of the Chicago-based management team report into the General Manager. As the primary point of contact for the City, the General Manager ensures that all communications with City personnel are well-managed.

Human Resources

The Human Resources Manager will provide support and counsel to management related to recruitment, selection, orientation, promotions, organizational design, development, and succession planning. In addition this role will provide support, counsel and direct activities related to policies, discipline, terminations, and other HR practices and resolve employee relations issues.

Systems Network and Operations Analyst

This position will be responsible for installing, configuring, troubleshooting, and supporting computer systems and networking infrastructure (workstations, servers, printers, networking equipment, etc.).

The Systems Network and Operations Analyst will be responsible for diagnosing problems and for regular network hardware and software components as required per established project guidelines. The Systems Network and Operations Analysis will be actively supported by third party contract resources as well as the centralized AutoReturn IT team that is based in San Francisco.

Quality Assurance Manager (Claims Manager)

The Quality Assurance Manager provides prompt, cost effective and efficient examination, investigation and settlement or denial of claims with minor to moderate exposure by exercising independent decision-making skills and judgment. The Quality Assurance Manager is responsible for all aspects of the claims management including the supervision of the Quality Assurance Administrator. Assures all litigation cases are handled effectively and cost efficiently until legal settlements has been reached or judgment has been awarded. The position reports into the General Manager.

Quality Assurance Administrator (Claims Administrator)

The Quality Assurance Manager has overall responsibility for the prompt, cost effective and efficient examination, investigation and resolution of all claims. This individual must exercise independent decision-making skills and judgment. The Quality Assurance Manager is responsible for all aspects of the claims management operations including the supervision of the Quality Assurance Administrator. As the ultimate point of contact for the administration of claims, the Quality Assurance Manager ensures that all litigation cases are handled effectively and cost efficiently until legal settlements has been reached or judgment has been awarded.

Customer Service and Dispatch Operations Manager

The Customer Service and Dispatch ("CSD") Manager provides leadership and direction to the CSD Representatives, Shift Supervisors, and Boot Removal Handlers. This team will collectively support a high volume of walk-in customers, phones calls, and other requests for services on a daily basis. The CSD Operations Manager is responsible for the overall quality and productivity of the organization, including achievement of all assigned service level metrics. As such, this role has responsibility for defining all CDS policies and procedures and ensuring compliance once these policies and procedures have been defined. The CSD Operations Manager will be the ultimate escalation point for all customer service issues that cannot be resolved to the customer's satisfaction by other members of the service team. The position reports into the General Manager.

Customer Service Representative - Phone & Walk-in Window Service

The AutoReturn Customer Service Representative will be responsible for providing excellent customer service via telephone or at one of AutoReturn's walk-in service windows. The Customer Service Representative provides accurate information pertaining to the processes, procedures, and fees of car towing services. The Customer Service Representative gathers necessary information to document and resolve problems requiring research and is responsible for maintaining knowledge of department procedures and policies. When necessary, the Customer Service Representative provides feedback and recommendations on workflow to management.

Shift Supervisor

The Shift Supervisor is responsible for providing quality and efficient customer service through the daily management of a team including: motivating, problem solving, training, and coaching. The Shift Supervisor motivates staff by reinforcing the core principles of ownership, value, efficiency, and respect in the workplace. The Shift Supervisor maintains and monitors performance, production, attendance and punctuality records, and reports problems to the Customer Service Manager. Shift Supervisors are expected to identify process improvements within the workflow and suggesting resolutions to management as well as for performing the same duties as Customer Service Representatives as needed.

Boot / Tow Lock Handler

The Boot / Tow Lock Handler is responsible for running daily reports in order to determine if booted vehicles are eligible for tow and impound. The Boot / Tow Lock Handler must inspect the vehicle prior to towing and record/report any damage. Once the boot is removed the Boot / Tow Lock Handler is responsible for the safe storage of the boot at the Auto Pound. Finally, the Boot / Tow Lock Handlers are responsible for the required data entry for the City's CANVAS system.

Towing and Storage Operations Manager

The Towing and Storage Operations Manager is responsible for the weekly vehicle auctions, shipping, receiving, and inventory management operations. This includes all aspects of the lot operations excluding the customer service and dispatch operations overseen by the Customer Service and Dispatch Operations Manager. As the primary owner of the towing, storage, and disposal operations, the Towing and Storage Operations Manager has the ultimate accountability for the safe and efficient handling of all vehicles towed and impounded by AutoReturn. The position reports into the General Manager.

Towing and Storage Operations Assistant Manager

The Towing and Storage Operations Assistant Manager is responsible with assisting and helping run the weekly vehicle auctions, shipping, receiving, and inventory management. The Towing and Storage Operations Assistant Manager acts as the preliminary back-up to the Towing and Storage Operations Manager and provides the active supervision and training of all of the lot management personnel. This position reports into the Towing and Storage Operations Manager.

Auto Pound / Lot Manager

The Auto Pound / Lot Manager is responsible for storage and retrieval of vehicles at the storage lots and is responsible for the day-to-day, 24 x7 operations of the facilities. The Auto Pound / Lot Manager is the lead in ensuring that the AutoReturn storage site personnel handle vehicle retrieval and disposition of unclaimed vehicles in an appropriate manner. The Auto Pound / Lot Manager is responsible for managing the Pound staff and ensuring that policies and procedures are being followed

and employee performance is as expected by AutoReturn standards. This position reports into the Towing and Storage Operations Assistant Manager.

Gate / Lot Attendants

The Gate / Lot Attendants primary role is to detain vehicles that are entering and exiting the lot and ensuring that proper documentation is shown before releasing any vehicles that have been impounded. These individuals ensure that only authorized personnel with proper authorization enter the AutoReturn facilities and follow the proper protocol before allowing any other people in. The Auto Pound / Lot Manager or Shift Supervisor must approve the entry of any personnel without proper documentation. The Gate / Lot attendant is also responsible for the storage of vehicles on the primary and secondary storage lots and assisting in ensuring that AutoReturn handles vehicle retrieval and disposition of unclaimed vehicles in a timely manner.

Front-End Loaders (Forklift Operators)

This position will be responsible for ensuring the safe handling of the vehicles in AutoReturn's care and maintaining vigilance in documenting vehicle movement, reporting damage directly to management, and recording with complete detail. Forklift operators will drive gasoline, propane, diesel, or electric powered industrial truck equipped with lifting devices such as forklift, fork grapple, and clamps, elevating, to push, pull, lift, or move vehicles by performing the following duties.

Inventory Control Personnel / Data Entry

The Inventory Control Person is responsible for preparing detailed inventory reports on every vehicle that enters an AutoReturn facility. The Inventory Control Person documents each vehicle's identification details, general information, and condition upon arrival. Identification (inventory control) numbers are assigned to each vehicle that is transported to AutoReturn lots. The inventory personnel assist with the storage and retrieval of vehicles on the primary and secondary storage lots and also prepare vehicles for auction.

Security Officer - Contracted

The Security Officer is responsible for enforcement of security measures at each AutoReturn facility. The Security Officer supervises routine patrols at all facilities and closely monitors the day-to-day activities of people entering and exiting the pounds. Also acts as a gate attendant as needed. The Security Officer position is a contracted position and the Security Officers are not AutoReturn employees.

V. AUTORETURN MANAGEMENT PHILOSOPHY

AutoReturn's management team maintains an environment that promotes personal development and achievement. The Company's management team is dedicated to treating our employees fairly and respectfully, providing good working conditions, and offering competitive compensation and benefits. AutoReturn believes in communicating openly and honestly with employees about all aspects of the work environment. The Company is an equal opportunity employer and makes employment decisions on the basis of merit. The singular goal is to have the best available person in every job. AutoReturn is also committed to building a workforce that provides opportunities to all women and minorities. We will continuously identify new ways of recruiting minorities, women, and other under-employed groups.

Based on these principles, AutoReturn is committed to attracting, retaining, motivating, training, and rewarding the best possible workforce. The Company recognizes that to achieve this goal, AutoReturn's management team must lead by example and provide a solid framework of policies and procedures to build the desired culture. The four main components of the framework that will enable AutoReturn to build the desired culture are as follows:

- I. Clearly defined core Company values that are promoted by management
- II. Strong recruiting and hiring practices
- III. Exceptional initial and on-going training programs
- IV. Thorough and insightful performance review feedback processes.

AutoReturn Core Values

AutoReturn is guided by the following core values:

- AutoReturn's workplace environment will foster mutual trust and respect – amongst the employees and the Company's customers.
- AutoReturn employees will collaborate to solve problems for customers and will be accountable for their actions and solutions.
- The Company will appropriately screen, train, provide tools for, and empower employees to provide service for customers.
- AutoReturn employees will listen to customers' needs and respond with empathy, respect, and courtesy.
- The Company's culture will thrive on diversity, integrity, and a real desire to assist customers.
- AutoReturn employees will be innovative in their approach to building and deploying capabilities to achieve the Company's mission.
- AutoReturn employees will maintain an essence of levity in the workplace environment to enable all employees to enjoy their work, their co-workers, and their tasks at hand.

VI. AUTORETURN TRAINING PLAN

AutoReturn is committed to having a state-of-the-art training program. The Company recognizes that training and professional development of our staff members is important at every level of the organization. By providing initial new-hire training, as well as long-term development of each employee, we will increase employee retention and satisfaction. This will lead to better on-the-job performance. These performance enhancements ultimately lead to better customer service, as our staff members will be willing and able to do the best they can to assist our customers.

AutoReturn has designed a curriculum that will provide training for new hires, as well as on-going training programs. All employees, regardless of their position at the company, will receive three days of training on providing superior customer service. Additionally, employees will receive training in their specific job functions upon hire. As an on-going effort to keep our staff up-to-date and able to assist in other areas of the company as needed, many staff members will receive training in secondary job functions.

Proposal to the Chicago Department of Streets & Sanitation and Department of Revenue

AutoReturn Curriculum Plan

AutoReturn Curriculum Plan

Functional Area	Team Members	Automated Employee Orientation (Duration: 2 hours)	Customer Service Skills: Communication & Listening Skills (Duration: 6 hours)	Customer Service Skills: Legendary Service (Duration: 16 hours)	Customer Service Operations (Duration: 16 hours)	Dispatch Operations (Duration: 16 hours)	Storage & Maintenance Operations (Duration: 16 hours)	Braking & Towing Safety (Duration: 16 hours)
Dispatch, Towing, Storage, and Repair Operations	Dispatch Manager and Handlers	●	●	●	○	●	●	
	Joint Venture Towing Partner and Towing Subcontractors	●	●	●		○		●
	Storage and Dispatch Managers	●	●	●	○		●	○
	Primary Lot Attendants/Sorters/Operations and Secondary Lot Sorters and Loader Operators	●	●	●	○		●	●
Customer Service	Secondary Lot Checkers, Attendants and Chiefs	●	●	●	○		●	○
	Customer Service Supervisors and Representatives	●	●	●	●	○		
Administrative Staff	All	●	●	●	●			
Executive Staff	All	●	●	●	●			

Key: ● Required training ○ Training can be taken as on-going training requirement

AutoReturn

Initial New Hire Training

All AutoReturn employees will receive a two-hour training session on AutoReturn's business, core values, customer service principles, mission, and a general orientation to the company.

All employees and subcontractors will receive three days (24 hours) of Customer Service Skills training, regardless of their job role at AutoReturn. These three days are composed of two different courses, a one-day Communication and Listening skills workshop and a two-day Legendary Customer Service workshop.

Job-Specific Training

Most employees and subcontractors will also receive job-specific training, including staff for Dispatch, Customer Service, Storage, and Disposal.

Technology Training

For all of the major ARIES application components, AutoReturn provides formal classroom training classes in the use of the system. Specific training classes are provided for each of the following systems that mission critical to AutoReturn's operations:

- Automated Dispatch System ("ADS")
- DTS Towing and Impound Management System ("DTS")

Compliance Training

In addition to the functional and system training that all AutoReturn employees receive, AutoReturn is also dedicated to providing more generalized training programs, some of which are required by law. This list of training courses includes, but is not limited to:

- Supervisory skills
- Safety
- Sexual harassment training
- Other Human Resources related training programs

On-going Training

After initial training, all employees will receive twelve (12) hours of additional training per calendar year. This on-going training and development will enhance existing skills as well as develop new skills that will increase employee knowledge. This will ultimately lead to better customer service across all AutoReturn job functions.

VII. RECRUITING AND HIRING PRACTICES

As described earlier in this appendix, the Company has identified 70 new, full-time positions to be sourced from the Chicago community. AutoReturn plans to fill these recruiting needs first and foremost by employing individuals who may become displaced from any current towing subcontractor's staff. The Company will fill any open initial positions and subsequent turnover by following an efficient and effective recruiting process as outlined in the following sections.

AutoReturn will leverage our proven ability to effectively attract, retain, motivate and reward the employees who will support and carry out the operations teams by fill out its management and operations teams by recruiting new employees from Chicago. AutoReturn will leverage our proven ability to effectively attract, retain, motivate, and reward the employees who will support and carry out the operational plans of the Company. AutoReturn has a proven track record of diversity in its workforce and will continue to attract and retain a diverse workforce at all levels within the company. AutoReturn will bring world class employee development and incentive programs to best align employees objectives with the service standards set for this Contract.

Recruiting Coordinator

An HR Consultant will function as the Recruiting Coordinator who will facilitate the entire hiring process. The Recruiting Coordinator will help review and prescreen resumes, (phone) screen applicants, refer applicants to the designated hiring personnel, schedule interviews, send out appropriate interview questionnaires and instructions on hiring personnel, and collect feedback from interviews and pass it on to subsequent interviewers as a guideline for what needs to be focused on in each subsequent interview.

Identifying Hiring Needs

Providing customer-focused, quality services is AutoReturn's primary factor in deciding whether to increase the number of open positions. AutoReturn's customers include vehicle owners and auction attendees. City of Chicago personnel access AutoReturn's services via phone and shared information tracking systems. Vehicle owners access AutoReturn's services via the phone, the walk-in service center, and the web. Auction attendees access AutoReturn's service via the auction facility. AutoReturn's goal is to maintain sufficient staffing levels to provide the City of Chicago with immediate responses to tow requests, while also providing vehicle owners and others with immediate links to information, numerous payment options, the timely return of vehicles, and fast responses to claims, complaints, and feedback.

Management will identify hiring needs for supervisory positions (e.g. Lot Managers, Customer Service Supervisors, as well as IT and Administrative personnel).

Supervisors will determine hiring needs in their functional areas (e.g. Lot Personnel, Dispatch Handlers, Customer Service Specialists / Phone / Window Staff, and part-time consultants).

APPENDIX E: KEY PERSONNEL RESUMES

This appendix provides the professional resumes and background checks for the AutoReturn key personnel.

John Wicker

Chief Executive Officer, Co-founder AutoReturn

Mr. Wicker has over 20 years of business management experience in a wide array of industries. Mr. Wicker founded and runs San Francisco AutoReturn, the leading municipal towing management and logistics company. Mr. Wicker is a senior executive with verifiable year-after-year success achieving revenue, profit, and business growth objectives within start-up, turnaround, and rapid changing environments. He has extensive experience with highly engineered systems that require deep understanding of critical business drivers in multiple markets and industries and is highly successful in building relationships with upper-level decision makers, seizing control of critical problem areas, and delivering on customer commitments. Mr. Wicker is customer-focused and performance-driven.

Work Experience

Redleaf Ventures

As Vice President of a \$200MM venture fund focused on early stage technology companies, Mr. Wicker led a company division responsible for providing strategy and technology services to Redleaf portfolio companies.

Viant, Inc.

As a Director responsible for sales of strategy and technology services to Fortune 500 and venture funded startup clients, Mr. Wicker was the top sales producer in the company and led market expansion efforts in San Francisco, Los Angeles, Atlanta, and London.

Informix Software, Inc.

As a Consulting Manager for a leading database software company, Mr. Wicker was responsible for the Internet consulting practice, consisting of 100 consultants located in field offices nationwide.

BSG Consulting

As a Project Manager for Fortune 500 clients, Mr. Wicker led project teams that drove efficiencies and business innovation through the implementation of technology.

Price Waterhouse

As a Management Consultant for Fortune 500 clients, Mr. Wicker contributed to project teams that drove efficiencies and business innovation through the implementation of technology.

Education

Virginia Tech

Bachelor of Science, Computer Science

John Pendleton

Chief Technology Officer, Co-founder AutoReturn

Mr. Pendleton is responsible for the technology infrastructure required to support AutoReturn's operations, including interfaces between municipal systems and AutoReturn systems. Mr. Pendleton has over 20 years of experience in information technology and management consulting. Mr. Pendleton is a technically sophisticated and business savvy management professional who maintains focus on achieving bottom-line results while formulating and implementing advanced technology and business solutions to meet a diversity of needs. Mr. Pendleton has a superior record of delivering simultaneous large-scale, mission-critical projects on time and under budget.

Work Experience

Various Companies

Prior to AutoReturn, Mr. Pendleton was an independent consultant contracted by numerous business and technology firms, including ALZA Corporation and WarpSpeed Communications, Inc. Mr. Pendleton's track record includes developing and defining business and system plans, designing customer software systems, and analyzing market dynamics. He has led teams responsible for developing a comprehensive, five-year systems plan including time and cost estimates. Mr. Pendleton has driven developmental efforts from the requirements definition through the implementation and training phases. Mr. Pendleton has been a key liaison between the technical development and the user community.

Cambridge Technology Partners, Inc.

Mr. Pendleton was a Regional Director during this tenure at Cambridge Technology Partners. Mr. Pendleton managed a staff that was responsible for building customer-facing systems for companies in the high-tech, software, telecommunications, and financial services industries. Mr. Pendleton oversaw the design of the high-level future business processes for the sales organization and the prioritization of application functionality based upon identified goals and Critical Success Factors. During his tenure, he was the leading architect behind the development of a case and customer management systems strategy and road map for a global customer service division of a leading hardware and software company.

American Management Systems, Inc.

As the Programmer and Business Analyst, Mr. Pendleton was in charge of developing and supporting of financial management applications targeted for use by state and local government agencies. Mr. Pendleton managed a team responsible for the design and implementation of a property appraisal and tax accounting system. He completed and conducted client training classes for business users of various applications. While designing and implementing software enhancements to packaged applications to better meet client needs, Mr. Pendleton worked directly with clients to identify requirements and provide solutions.

Education

University of California at Berkeley, Walter A. Haas School of Business

Masters of Business Administration

University of Virginia, School of Engineering and Applied Science

Bachelor of Science, Systems Engineering and Management Science, Concentration in Economics

Raymond E. Krouse

Chief Financial Officer, Co-founder AutoReturn

Mr. Krouse is responsible for the accurate management of AutoReturn's financial systems, including fee tracking, subcontractor payments, and billings. He oversees the administrative aspects of contracts, including contract service level agreement compliance and many other administrative functions. He has an extensive background in finance, accounting, and business planning. Mr. Krouse is accomplished in structuring and negotiating transactions and favorable terms with financial institutions. He is an excellent leader with a solid record of contributions leading to improved financial performance, heightened productivity, and enhanced internal controls.

Work Experience

NBC Internet, Inc.

Mr. Krouse was Senior Director of an 8-person team responsible for research and development of internal tools to support operational and business development needs at NBC Internet. Mr. Krouse led this team in analyzing promotional forms to identify and recommend methods to gain efficiency in television marketing. In this capacity, Mr. Krouse identified negative gross margin distribution agreements leading to termination of deals and savings of \$350,000 per month.

Flyswat, Inc.

Prior to his position at NBC Internet, Mr. Krouse was co-founder and CFO of this San Francisco based internet software and development company. Mr. Krouse created financial and economic models to evaluate alternatives for business development deals, potential revenue streams, and the associated cost structure impact for the various business models. Mr. Krouse implemented and spearheaded a business plan leading to the company growing from seven employees to over 60 in one year, raising \$4.4 million in equity, \$4 million in non-equity financing and exiting in a sale valued at approximately \$120 million.

Coopers & Lybrand, LLP

At Coopers & Lybrand, LLP, Mr. Krouse supervised audits of client financial statements, including two IPO experiences raising over \$150 million, four follow-on equity offerings raising over \$500 million, and multiple due diligence/target valuation projects amounting to over \$500 million. Mr. Krouse managed two to three projects and six to ten associates simultaneously and wrote and presented reports to senior client management on accounting and business issues. Mr. Krouse was responsible for examining clients' operating environments and communicating improvement opportunities.

Education

University of Chicago, Graduate School of Business

MBA, Concentration in Finance and Entrepreneurship

University of Maryland

Bachelor of Science, Accounting

Certified Public Accountant

Member of AICPA and MACPA

Donovan Fullard

Vice President and General Manager, AutoReturn

Mr. Fullard has 19 years of vehicle storage and disposal experience and currently oversees AutoReturn's operation in San Francisco. In addition to his management responsibilities, Mr. Fullard is the primary liaison between AutoReturn, the San Francisco Police Department and the Department of Traffic. Mr. Fullard is an accomplished and results-driven management executive with a consistent, documented record of developing new and profitable revenue streams. He is motivated by internal standards of excellence to over-achieve expectations and exceed all set goals. Mr. Fullard is highly successful at driving high-value revenue and profit gains, large-scale cost savings, and improved organizational productivity and performance. Mr. Fullard is an excellent and consistent leader with a talent for recruiting and developing other leaders with an equal desire to excel and succeed.

Work Experience

Copart, Inc.

As the General Manager, Mr. Fullard coordinated a staff of 45 including subordinate managers, call center employees, drivers, and inventory staff for the largest storage and auction facility at Copart. Mr. Fullard assisted in budget analysis, forecasting, marketing, and tech support. He was responsible for conducting quality assurance audits to ensure service standards were maintained as well as compliance with DOT and OSHA. Mr. Fullard guided organizational restructuring that transformed the organization into cross-functional, customer-focused teams that produced striking increases in internal efficiency while improving responsiveness and solutions to customers' challenges.

Insurance Auto Auctions, Inc. – Branch Manager

As a Branch Manager, Mr. Fullard assisted in budget analysis, forecasting, and marketing. He was also responsible for recruiting, training, and evaluating all staff. Mr. Fullard led a team in identifying and correcting critical problems, including reducing and streamlining overhead expenses, strengthening gross margins, and overhauling and improving operating processes and systems.

Insurance Auto Auctions, Inc. – DMV Compliance Supervisor

Mr. Fullard managed a diverse group of employees and monitored staff productivity. Mr. Fullard's superior verbal and written communications skills supported effective staff coordination and presentation abilities. Mr. Fullard often conducted customer training meetings related to DMV policy and procedures. During his tenure, Mr. Fullard created a comprehensive training manual designed to educate insurance companies on changing DMV policies and procedures. Mr. Fullard served as a key liaison to all Los Angeles and Orange County law enforcement agencies and NICB.

Achievements

Growth Management Award recipient (Copart, FY 2003)

Awarded for maintaining and exceeding performance and fiscal expectations during a year that brought a challenge of 25% growth in business at one location.

Revenue Generation Award recipient (Copart, FY 2001)

Awarded for growing new revenue by \$1.25 million in revenue over previous year.

Dan Scanlan

Vice President of Dispatch, Towing and Quality Assurance, AutoReturn

Mr. Scanlan oversees all dispatch, towing and quality assurance operations. Mr. Scanlan was an employee of the California State Automobile Association ("CSAA") for over 20 years. CSAA is the top-rated regional club within the Automotive Association of America's ("AAA") national federation. His responsibilities included dispatch management, subcontractor selection and management, and assorted general management responsibilities. Mr. Scanlan managed emergency roadside operations for San Francisco and Marin Counties for CSAA from 1998 until his move to AutoReturn in 2003. Mr. Scanlan has leveraged his industry experience from CSAA to implement a highly efficient towing subcontractor network for AutoReturn.

Work Experience

CSAA – Regional Manager

As a Regional Manager at CSAA, Mr. Scanlan managed a diverse group of employees, monitored staff productivity, and led his team to achieve excellent customer satisfaction. Mr. Scanlan interfaced professionally and communicated effectively with customers, service writers, and co-workers. Mr. Scanlan's CSAA contract stations were nominated as one of the best in the nation receiving multiple awards. Mr. Scanlan oversaw the rollout of "Battery Service," which reduced the number of service calls for battery service, increased customer satisfaction, and assisted the bottom line as the batteries were sold at profit quickly placing San Francisco as one of the top performing regions in Northern California in terms of battery sales.

CSAA – Supervisor for Diagnostic Clinic

Mr. Scanlan performed automotive diagnostic analysis, repair, and maintenance for the 96 repair facilities in his region. Mr. Scanlan implemented computerized scheduling at San Francisco Diagnostic Clinic, a system that was later rolled out to all six Northern California/Nevada CSAA Diagnostic Clinics. Diagnostic Clinics were being operated at a loss as an enhancement to the member services offered at that time; Mr. Scanlan tackled the task to operate the clinic which was facing closure. Mr. Scanlan defined inefficiencies, reduced staff, and adjusted prices in order to keep the facility open. CSAA Diagnostic Clinic has maintained their success and remains open despite the CSAA district office next door closing.

CSAA – Supervisor for Diagnostic Clinic

At the beginning of his career, Mr. Scanlan served as a mechanic at several different automotive repair facilities and dealerships. Mr. Scanlan accurately assessed problems and needs to provide adequate information and advice for customer decision-making. Mr. Scanlan was trained and certified in all technician specific courses and maintains an up-to-date working knowledge.

Education

Oregon Institute of Technology

Bachelor of Science, Automotive Technologies

ASE Certified Master Automotive Technician

Licensed Smog System Installer and Technician

Sarah Figueroa

Human Resources Manager, AutoReturn

Sarah is responsible for all human resources aspects of AutoReturn's operations. Ms. Figueroa has over nine years of human resources experience. She holds a MBA in Human Resources Management from Golden Gate University and a BS in Business Management. Prior to AutoReturn, Sarah worked for The Fanfare Group in Mountain View, CA managing recruiting, benefits, new hires and coordination of European expansion. Ms. Figueroa is a professional with experience working in fast-paced environments that demand strong organizational, technical and interpersonal skills. Sarah is fluent in English and Spanish, spoken and written.

Work Experiences

The Fanfare Group – HR Manager

As the Human Resources Manager, Sarah was responsible for managing all of the day-to-day human resources operations including employee benefits, hires, terminations, and recruiting and applicant screening. During her tenure at The Fanfare Group, Ms. Figueroa assisted the coordination of the company's expansion to the United Kingdom and led a company-wide project to update outdated company policies and procedures.

Sanmina-SCI – Sr. HR Representative

As the Senior Human Resources Representative at Sanmina, Sarah managed the recruitment, new hire and termination processes. She was responsible for maintaining EEO Analysis files for Affirmative Action Plan compliance and was responsible for the overall new hire orientation process. Ms. Figueroa performed a plant wide adverse impact study on terminations to determine the company's legal compliance.

CTB/McGraw-Hill Company – Human Resources Coordinator

As a Human Resources Coordinator at CTB/McGraw-Hill Company, Ms. Figueroa was responsible for new employee orientation and staff training, developed company-wide organization charts and maintained employee personnel files.

Education

Golden Gate University

Masters of Business Administration, Human Resources Management

Masters of Business Administration, Business Management

University of Phoenix

Bachelor of Science, Business Management

APPENDIX F: ROLL-OUT PLAN

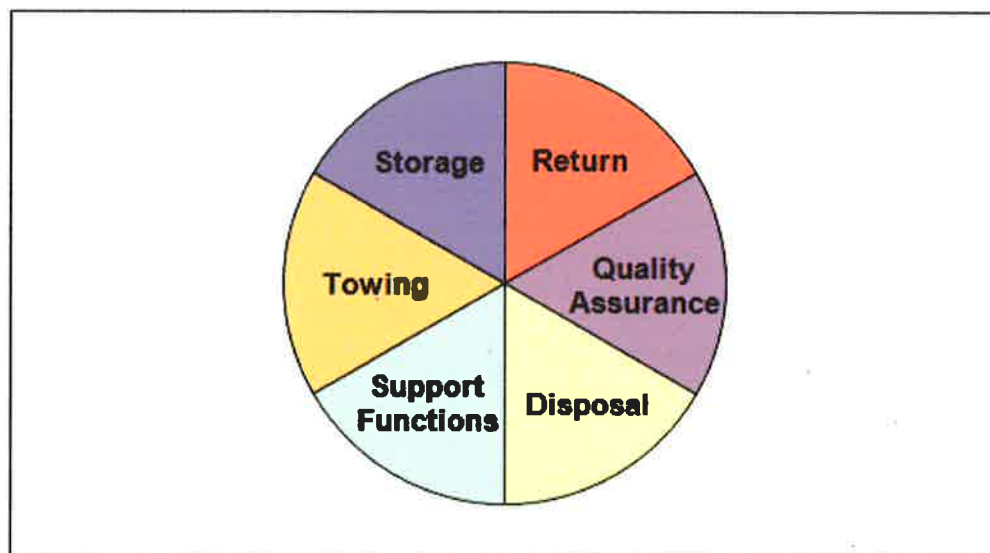
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1. ROLL-OUT PLAN

1.1 OPERATIONS FUNCTIONAL OVERVIEW

As fully described in Appendix K:AutoReturn Business Process Overview, the Company understands the complexities of running the operations required by the Contract for the City of Chicago. Very simply, after a vehicle is towed and stored, it is either returned or it is disposed. At the highest level, this business can be broken down into the following six major categories:

AutoReturn – Operational Categories



- **Towing** includes call taking, electronic tow request, dispatch management, towing operations, towing subcontractor management, and administration of all required staff, processes, technologies and equipment.
- **Storage** includes management of various storage facilities, all intra-facility movement of vehicles, and administration of all required staff, processes, technologies, and equipment.
- **Return** or vehicle release processing, is the process whereby customers retrieve their vehicles, and includes administration of all required staff, processes, technologies, and equipment.
- **Quality Assurance** includes minimizing damage and lost/stolen property, managing claims from customers, identifying areas of improvement, maintaining a safe work environment, and administration of all required staff, processes, technologies, and equipment.
- **Disposal** includes the lien sale process, vehicle auctions, and removal of scrap vehicles and vehicles that do not sell at auction, and administration of all required staff, processes, technologies, and equipment.

▪ **Support Functions** include the following:

- Information Technology
- Reporting
- Finance and Administration
- Human Resources
- Facilities and Equipment
- Transition Planning

1.2 AUTORETURN SERVICE COMPONENTS AND CAPABILITIES OVERVIEW

AutoReturn has at its disposal the people with the experience and the infrastructure with the appropriate systems, policies and procedures to offer a wide range of services that effectively address the six major functional needs of this type of operation. The figure below provides a summary of these product offerings that are unmatched in the municipal towing management industry:

AutoReturn Product and Service "Menu"

Comprehensive Technology Solution	<ul style="list-style-type: none"> •Tow Management System (TMS) – designed to address the unique needs of municipal towing, storage, retrieval & disposal •Automated Dispatch System (ADS): <ul style="list-style-type: none"> •Sends electronic tow requests from Police Department directly to tow truck operators •GPS enables "optimized" tow assignments using zone-based, rotational, or "closest to" algorithms
24 x 7 x 365 Dispatch Center	<ul style="list-style-type: none"> •Staffed to meet service levels at all times - 24 hours per day, 7 days per week, 365 days per year •Highly trained dispatch professionals - experienced and prepared with back-up procedures for "worst case scenarios," including power outages and severe weather •Cisco Systems VoIP Call Center System –capabilities include call routing, call queuing, interactive voice response capabilities, and performance reporting
Effective Tow Subcontractor Management	<ul style="list-style-type: none"> •Clear Performance Objectives enable towing subcontractors to achieve desired service standards •Guidance and coaching help poorly performing contractors improve performance problems •Proven Results - Our process turns inefficient local towers into world-class service providers
Real-Time Reporting	<ul style="list-style-type: none"> •We ensure operational transparency with daily, weekly, monthly, and quarterly reporting •Proactive management via proactive system alerts - before problems occur •Multiple reporting methods including on-demand and automated options
World-Class Customer Service	<ul style="list-style-type: none"> •Walk-in Service Centers with customer service professionals and self-service kiosks •Multiple payment methods, including credit cards, debit cards, check or cash •Easy access to vehicle information and services via phone, Internet, or service center •Dedicated Quality Assurance Team to minimize, mitigate and resolve all claims and complaints
Optimized Storage	<ul style="list-style-type: none"> •Segregated, restricted storage areas to protect evidence and investigative hold vehicles •Wireless Handheld Computers for inventory management and real-time vehicle check-in •Highly Secure Facilities with formidable perimeter fencing, 24 x 7 security guards, digital audio & video surveillance
Highly Transparent Disposal Process	<ul style="list-style-type: none"> •Strictly no conflicts of interest - we are not in the scrap or parts business •Maximum revenue for municipalities via our "high density" auction method •High transparency achieved through reporting and published auction results on website
Automated Letter Generation	<ul style="list-style-type: none"> •Built-in capability to generate and mail a variety of notices to registered vehicle owners •User-friendly management interface reduces the administrative burden of generating and mailing letters within tight time parameters

1.3 TRANSITION PLANNING

AutoReturn has experience related to developing and implementing comprehensive transition plans for a seamless changeover of the towing, storage, and disposal operations that will minimize disruption to the City, customers, and the organizations that currently perform towing, storage, and disposal operations ("Current Operators"). Our commitment is to make the transition from the Current Operators to AutoReturn as smooth, trouble-free, and efficient as possible. AutoReturn is confident in its ability to execute this transition plan and assume the responsibilities of the Contract, while ensuring that none of the required services to the City are disrupted in any meaningful way.

As clearly demonstrated in the main proposal document and the related appendices, AutoReturn has already laid much of the groundwork and made the plans necessary to commence operations. AutoReturn provides the following characteristics to ensure a smooth transition:

- Proven experience in deploying a centralized towing management and logistics model
- Experienced "transition" team to augment the Chicago operations team
- Demonstrated experience of successful projects of similar scope

Upon being selected as the preferred bidder, AutoReturn expects developing and negotiating the Contract agreement with the City to take approximately 45 days (AutoReturn understands that this may take more or less time depending on the City's needs, processes, and timeline). AutoReturn plans to begin activities related to the transition during the contract development period so that many critical tasks can be completed prior to the finalization of the Contract. The Company's intent is to complete as many critical activities as can be completed even before the final Contract agreement is executed.

Once the Contract has been fully executed, AutoReturn will be thoroughly prepared to effectively manage the process of an orderly transition from the Current Operators to AutoReturn's improved model for the towing, storage, and disposal operations. AutoReturn has developed various frameworks and structures to help alleviate any potential negative impact that this transition could have on the Current Operators. These frameworks will require negotiation and individual attention to each of the Current Operators. The length of this transition period can be defined collaboratively with the City during and after contract negotiations. At the end of the transition period, all of the operational and administrative facilities and processes will be firmly in place and AutoReturn will take over 100% of the contract operations.

The following points will address each of the following key topic areas:

1. Demonstrate AutoReturn's understanding of the transition process
2. Demonstrate AutoReturn's capability to perform the transition from the Current Operators
3. Plan for disposition of any vehicles towed or stored by the Current Operators
4. Proposal for division of the fees between AutoReturn and the Current Operators upon the sale of vehicles held by the Current Operator

AutoReturn understands that the new Contract with the City must be fully executed before AutoReturn can launch activities in many key operational areas; however, certain activities may be started earlier to utilize the time that AutoReturn assumes will be available during the time it takes to perform the following:

- Once the City has accepted the towing management and logistics proposals, the selection period will take time and be driven by the City's needs and timeline (AutoReturn has assumed approximately 30 days, but understands that this period may be shorter or longer depending on the City's needs and timeline).

- Once the City selects the preferred proposer, the contract negotiation period will take time and be driven by the City's needs and timeline (AutoReturn has assumed approximately 45 days, but understands that this period may be shorter or longer depending on the City's needs and timeline).
- The Current Operators will be expected to continue providing the Contract towing, storage, and disposal services during the transition period once the new Contract is executed with AutoReturn. AutoReturn is expected to complete all preparations for commencing the necessary operations to deliver the Contract services during and by the end of the transition period. AutoReturn expects to begin many of the activities to prepare for its operations much earlier during the contract negotiations period.
- On the first day after the end of the transition period, AutoReturn will take over 100% of the Contract services. As such, AutoReturn will take all reasonable steps to prepare for the operations to be completely functional on the transition timeline set during contract negotiations between the City and AutoReturn.
- With the exception of the preparation activities for any Current Operators facilities that will continue to be used by AutoReturn, the transition work can be conducted with minimal interaction with or impact to the City's Current Operators. AutoReturn will make every effort to work closely with the City and the Current Operators to coordinate the work necessary on the various physical facilities.

1.3.1 TRANSITION PLANNING ALTERNATIVES AND OVERCOMING OBSTACLES

AutoReturn recognizes that the City may have different expectations for how the transition between the Current Operators shall be structured and there will likely be obstacles to overcome. The Company is fully committed to working with the City to better understand the City's preferences and needs for the transition. AutoReturn is willing to entertain adjustments to the timeline. During the contract negotiations period (or even earlier), AutoReturn would like to enter into a dialogue with the City to better understand the City's expectations and requirements regarding the transition. Based on these discussions, AutoReturn will adjust any of the above assumptions if appropriate, establish any new assumptions as necessary, and define a revised transition plan that addresses all of the critical needs of the City for the transition. The revised transition plan would be presented to the City for feedback and approval prior to the completion of the contract negotiations.

Overall, we have grouped the transition plan into the following main activities:

- General Tasks
- Dispatch and Towing
- Customer Service
- Vehicle Storage and Security
- Vehicle Disposal
- Finance and Accounting
- Human Resources
- Information Technology – Applications
- Information Technology – Hardware
- Facilities

1.3.2 GENERAL TASKS

The General Manager will be responsible for overseeing the Company's efforts to prepare and launch the contract operations. This will include managing the transition team, chairing and overseeing the contract negotiations effort with the City, and managing AutoReturn's relationship with the City and other key constituents. These general tasks described below provide the structure and the policies and procedures that will be utilized to start-up the operations, maintain quality control, and provide project management.

Contract Negotiations Period

Significant tasks to be completed during the contract negotiations period include:

- Negotiate Contract with the City
- Finalize the development of a formal policies and procedures manual
- Tailor an already existing tool ("Launch Template") to the specific needs of Chicago that will help the Company maintain a structure for getting operationally ready to launch. The Launch Template that has been developed for post-award implementation of AutoReturn's operations is essentially a check list of items that is very detailed across all functional areas of the organization. The Launch Template is used by identifying the items that are relevant to Chicago and then addressing each one by assigning deadlines and owners who will be held accountable for the tasks.
- In addition to the Launch Template, AutoReturn has developed an internal library of information that is stored in a common area known as the "KnowledgeCenter". The information within this KnowledgeCenter will be made available through links on the Launch Template to expedite training and the dissemination of information.

1.3.3 DISPATCH AND TOWING PREPARATION

Dan Scanlan will manage and oversee activities related to towing and dispatch operations. Other key activities include finalizing the contracts and operational plans with our towing subcontractors; purchasing the requisite equipment; finalizing the towing rotation and schedule; defining detailed dispatch and towing procedures; and recruiting, hiring, and training dispatch staff.

Contract Negotiations Period

Significant tasks to be completed during the contract negotiations period include:

- Define detailed dispatch / towing procedures
- Begin towing network preparations

Transition Period

Significant tasks to be completed during the transition period include:

- Finalize towing network preparations
- Recruit/hire/train dispatch and towing management staff
- Implement Nextel radio communications

1.3.4 CUSTOMER SERVICE PREPARATION

The General Manager will manage and oversee all aspects of preparing AutoReturn's customer service organization. These activities will include finalizing all customer service procedures; finalizing the staffing needs and schedule; recruiting, hiring, and training customer service representatives; and assisting in the deployment of AutoReturn's service-related technology applications and systems.

Contract Negotiations Period

Significant tasks to be completed during the contract negotiations period include:

- Finalize Contract with language translation service provider
- Define detailed customer service procedures

Transition Period

Significant tasks to be completed during the transition period include recruiting, hiring and training the customer service staff.

1.3.5 VEHICLE STORAGE AND SECURITY PREPARATION

Donovan Fullard will be responsible for ensuring that all processes, equipment, security measures and facilities are in-place and ready to efficiently store towed vehicles. These activities include finalizing the vehicle storage plans and configurations; finalizing the storage facilities plan; implementing the vehicle storage retrieval procedures; acquiring storage operations equipment; and recruiting, hiring, and training storage and disposal operations personnel.

Contract Negotiations Period

Significant tasks to be completed during the contract negotiations period include:

- Finalize storage plan and procedures
- Finalize police hold plans and procedures
- Finalize security post procedures

Transition Period

Significant tasks to be completed during the transition period include:

- Acquire storage operations equipment
- Recruit / hire / train storage facility staff
- Implement storage procedures
- Implement security processes with third-party vendor

1.3.6 VEHICLE DISPOSAL PREPARATION

Donovan Fullard will work closely with key representatives from the various dismantling organizations in the Chicago area to implement AutoReturn's vehicle disposal plans. This will include finalizing auction procedures, and finalizing vehicle scrap procedures.

Contract Negotiations Period

Significant tasks to be completed during the contract negotiations period include:

- Prepare for vehicle auctions
- Prepare for scrap vehicle disposal

Transition Period

Significant tasks to be completed during the transition period include:

- Acquire disposal operations equipment
- Recruit / hire / train storage facility staff (combined activity with storage operations)
- Implement disposal procedures

1.3.7 FINANCE & ACCOUNTING PREPARATION

Ray Krouse will oversee all finance and accounting systems preparation. This will include finalizing any necessary performance bonds with the City; finalizing equipment lease and/or purchase agreements; implementing the accounting systems and procedures; finalizing the accounting policies and procedures; and recruiting, hiring, and training accounting staff.

Contract Negotiations Period

Significant tasks to be completed during the contract negotiations period include:

- Finalize accounting system implementation
- Finalize finance and accounting policies and procedures

Transition Period

Significant tasks to be completed during the transition period include:

- Finalize financing and other risk management arrangements
- Establish finance and accounting team

1.3.8 HUMAN RESOURCES PREPARATION

Sarah Figueroa will finalize and implement all aspects of AutoReturn's human resources operations, including finalizing the company policies and procedures manual; finalizing employee compensation and benefits packages; finalizing payroll procedures; and establishing employee review processes.

Contract Negotiations Period

Significant tasks to be completed during the contract negotiations period include:

- Finalize employee compensation plan
- Establish benefits plans and procedures
- Establish payroll procedures

- Establish employee review processes

Transition Period

Significant tasks to be completed during the transition period include:

- Maintain benefits plan and procedures
- Maintain payroll procedures
- Maintain employee review process

1.3.9 APPLICATIONS SYSTEMS PREPARATION

John Pendleton will work closely with the company's key application providers, systems consulting partners, and other technology solutions providers to implement the ARIES system, along with AutoReturn's other information systems to support its operations. These efforts will consist of recruiting, hiring, and training the IT team; finalizing the deployment of ARIES; developing integration components with the City's systems; and finalizing and deploying the AutoReturn Chicago website.

Contract Negotiations Period

Significant tasks to be completed during the contract negotiations period include:

- Establish Chicago IT Team
- Finalize Design of AutoReturn Chicago Web Site

Transition Period

Significant tasks to be completed during the transition period include:

- Conversion of Current Operators' system data into ARIES, if necessary
- Deployment of GPS / Messaging / ARIES Integrated Solution
- Deployment of AutoReturn Chicago website

1.3.10 HARDWARE SYSTEMS PREPARATION

John Pendleton, will work closely with the company's key application providers, systems consulting partners, and other technology solutions providers to build out AutoReturn's telephone system, installation and configuration of all the required computer hardware, establishing the required data centers, and preparing the company's networking infrastructure. The related detailed activities include preparing and reconfiguring the data/network center and components; purchasing and installing network servers, routers, and cables; purchasing and installing workstations and printers; and building, installing, and testing the Inter-Tel telephony solution.

Contract Negotiations Period

Significant tasks to be completed during the contract negotiations period include:

- Finalize AutoReturn Multi-Site IT Infrastructure Design

- Prepare DTS Data Center Environment
- Finalize design of telephone solution

Transition Period

Significant tasks to be completed during the transition period include:

- Prepare all data / network centers
- Prepare client / desktop hardware

1.3.11 FACILITIES PREPARATION

AutoReturn's entire transition team will work together to ensure the completion of all work necessary to upgrade and configure the towing, storage, and disposal facilities to meet AutoReturn's and the City's needs. This includes finalizing the AutoReturn offices layout, furniture, and equipment needs; finalizing the storage facilities reconfiguration; and making upgrades to the customer service centers.

Contract Negotiations Period

Significant tasks to be completed during the contract negotiations period include:

- Site visits to prepare for transition
- Finalize lot security procedures, resources, and systems
- Finalize each location's customer service center plan

Transition Period

Significant tasks to be completed during the transition period include:

- Security systems and equipment preparation
- Acquire office furniture and equipment

APPENDIX G: FACILITIES PLAN

Overview

AutoReturn has experience converting new and existing locations into safe, secure, efficient municipal impound facilities. We recognize that all vehicle storage facilities are not all constructed in the same manner, and that some adaptations must be made dependent on factors such as services required by the City, storage capacity, zoning laws, environmental laws and conditions. For the purpose of this proposal, the infrastructure of each facility will be designed to perform the following functions:

- Tow Dispatch
- Vehicle acceptance
- Vehicle storage
- Customer service / vehicle retrieval
- Unclaimed vehicle auctions
- Vehicle disposal / shipping
- Administrative accounting functions

Offices

Each storage facility will contain an office staffed and equipped to provide tow vehicle information and look-up functionality, secure payment and vehicle retrieval processing, inventory management functionality, and claims initiation.

Tow vehicle information will be accessible through ARIES, allowing AutoReturn employees to provide information to walk-in and phone customers regarding release procedures, fees due, as well as auction or disposal status. ARIES allows its users to search for vehicle info through a variety of search criteria including, but not limited to license plate, VIN, make, model, color, tow location and date.

Vehicle Storage

The vehicle storage area will be situated at each facility in a manner that complies with state local laws, maximizes safety and restricts free access by customers, towing subcontractors, and other non-authorized visitors. We accomplish this by situating high traffic functional areas such as the Vehicle Drop-off, and Pick-up Areas so that they are not adjacent to general storage population.

Vehicle Pick-up Area

The lot is configured with an area to allow safe staging and removal of outbound vehicles. These vehicles are Released Tow vehicles, Transfers, or Auction Purchases, and can be removed under their own power, or via transport vehicles. AutoReturn will design the vehicle pick-up area with respect to employee and customer safety, as well as efficient traffic flow.

Auction Area

AutoReturn allocates an area of the facility for conducting the auction of unclaimed vehicles. This area is designed with a focus on the safety and security of auction attendees and stored vehicles. Vehicles designated for auction are staged for inspection and subsequent bidding by prospective buyers on the scheduled auction day. Upon the completion of the auction sales transaction, the vehicles are moved to the vehicle pick-up area.

APPENDIX H: INVENTORY MANAGEMENT

Overview

Each facility uses our industry best practices for vehicle storage efficiency, inventory tracking, and security to ensure their rapid return to the owner. The purpose of this section is to explain our approach to promoting safety, mitigating claims, and capturing vital data through effective inventory management. All of our policies and procedures will be adapted as needed to comply with local laws, regulations and business needs in Chicago.



Vehicle In-take

After a vehicle is unloaded, an inventory and condition report is taken by an AutoReturn Storage Specialist for entry into ARIES. AutoReturn adds temporary barcode stickers to each vehicle in order to implement its barcode tracking system which allows employees and designated city representatives' real-time access to data regarding the current status of stored vehicles via handheld devices.

The information collected includes the following:

- Vehicle Year, Make, and Model
- Vehicle Color
- Vehicle Condition – Notable damage and general condition
- License Plate Number (if applicable)
- Vehicle Identification Number (VIN), Hull, or Serial Number (if applicable)
- Engine Number (Motorcycles Only)
- Radio or other applicable audio component (Yes or No)
- Keys (Yes or No)
- Visible personal property contents

Inventory Management and Control

All vehicles are stored in an organized manner to maximize storage space and ensure safe vehicle movement throughout the facility. AutoReturn uses a storage grid system to record and track the location of each vehicle stored.

The storage facilities are managed to meet the following guidelines:

- No more than 4 vehicles need to be moved in order to retrieve another vehicle.
- 2 feet of clearance is maintained between the sides of stored vehicles.
- Vehicle spacing and access lanes comply with state and local fire codes.
- Each vehicle is marked with its corresponding tracking identification number and barcode sticker to allow accurate inventory tracking and real-time data retrieval via ARIES workstations or handheld devices. These markings are temporary and do not cause any damage to the vehicles.
- Storage facility personnel are trained to comply with all city, state, and federal codes of safety regulations at all times.
- Storage facilities are clean and maintained at all times. AutoReturn complies with all applicable state and local environmental regulations as they relate to the waste byproducts of vehicle condition and storage.

General Inventory

Storage vehicles are segregated by the following categories to maximize capacity, movement efficiency and ensure organizational uniformity of the lot.

- Motorcycles
- Standard Passenger Vehicles
- Large Commercial Vehicles, Boats and RV's
- Extensively Damaged Vehicles (must be lifted completely off the ground for movement)

APPENDIX I: SECURITY AND PERSONAL PROPERTY

OVERVIEW

AutoReturn is committed to ensuring that all vehicles and the property contained within are kept secure and intact. We understand the importance of protecting all vehicles in our possession. AutoReturn's operations are built around ensuring the security and safety of its employees, stored vehicles, vehicle contents, and the physical and personal property at its locations. With this in mind, AutoReturn employs a professional security company to augment its staff in securing the storage lots and vehicles. Employees and the security company staff are trained in OSHA safety procedures as well as procedures for ensuring the safekeeping of the lots and vehicles. This document contains the procedures for our Facility Security. In addition, it addresses our plan for customers' Personal Property with regards to securing and recording inventory (if necessary) of vehicle contents.

Facility Security

AutoReturn's first line of defense is our fence perimeter. All portions of the fence line that face outward towards publicly accessible property are lined by an eight-foot high solid panel, steel fence. On top of the eight-foot solid panel fence, there is an additional four feet of chain link fence that is topped by barbed wire. On the inside of the chain link fence, so that it is not accessible to the public, coiled razor wire has been attached to the fence to maximize the security protection that the fence provides. Additionally all of the gates exiting the property are heavy duty chain-link gates with secure locking mechanisms.

Proper lighting is also essential to ensuring security and safety. A well-lit storage facility reduces accidents, damage, theft, and increases employee safety. AutoReturn's facility will be well lit around the perimeter and within the boundaries of the property, including outdoor storage spaces. Adequate distribution of light throughout the property (aisles, passageways, stored vehicles, buildings and fence line) is a key element in deterring would-be burglars, as well as providing high quality video surveillance in reduced light conditions. Lighting fixtures will be checked nightly to insure that they are functioning properly. When necessary, units will be replaced, re-lamped, repaired, or cleaned to maintain functionality.

In addition to the physical elements of security, AutoReturn knows the importance of having staff on-site to monitor and actively ensure safety and security. AutoReturn security staff is comprised of employees performing general security duties in the course of their daily functions, augmented by a subcontracted security firm. The security firm will provide professional security staff for the Auto Pound facilities. The storage staff and security personnel are responsible for the efficient, effective, and safe storage and retrieval of vehicles and other property on the lots.

Video Surveillance

As introduced in Section VI.A.g.1, all AutoReturn storage facilities are equipped with a 24 / 7 video surveillance system, which can be accessed via the internet by authorized personnel and City employees. Four to six video cameras are dedicated to the designated entrance and exit points in order to capture vehicle condition, to monitor towing methods as they arrive and other activities of interest. The cameras are strategically mounted to capture images of each vehicle at different angles as they

pass through the gates. The remaining cameras record images from specific areas that will be stored on DVR's for a period of up to six months, or a reasonable time that is agreed upon by the City and AutoReturn. Upon identification of a specific event, video footage for specific dates and times can be retrieved, saved, and stored indefinitely.



AutoReturn Internal Security

AutoReturn staff comprises one portion of the people element in securing the property, vehicles, vehicle content, and ensuring the safety of fellow employees. All Storage Specialists are trained during annual Safety classes in procedures and guidelines. This training includes (in addition to OSHA and hazardous materials handling) the following:

- Customer invoice verification
- Driver's License verification
- Monitoring of entrances/exits to storage lots
- Monitoring and verification of right-to-access of persons on storage lots (only a person listed on a PAID invoices or an impound pass are allowed in storage area)
- Monitoring of property removal by authorized customers (only items unattached to the vehicle are allowed to be removed; all attached items must remain in vehicle)
- Reporting of any suspicious activity to management

Subcontractor Security

AutoReturn security will be augmented by the subcontractor security firm which will provide rotating staff on a 24 hour basis, 365 days per year. All security personnel will be equipped radios which are accessible on the same network as AutoReturn employees. This ensures that the on-duty security personnel are available immediately with open lines of communication.

Post Orders

Auto Return will require the security firm and all of its employees (the staff assigned to our facilities and lots) to follow "post orders" which outline the procedures and policies. Following are the post orders given to each security officer.

1. Lot Access

The public is allowed onto the lot to pick up towed vehicles or retrieve personal property, with appropriate paperwork. All customers retrieving their vehicles must have a valid, state-issued driver's license. Only tow trucks that are marked "AutoReturn" are allowed onto the lot.

2. Reporting

All visitor logs are to be kept by the supervisor or any person that has relieved the supervisor. Incident Reports (IR) will be completed by the supervisor and reviewed by AutoReturn management.

3. Employee Owned Vehicles

Employee vehicles are permitted on the lot, but in the designated employee parking area only.

4. Post Violations

Abandonment of post and sleeping or napping on site is not permitted at any time. All guidelines in these Post Orders must be followed at all times. If an officer is found to have violated any of these policies, disciplinary action will be taken up to, and including, dismissal.

5. Electronic Devices

No computers, televisions, DVD players or any other electronic devices are allowed on the job site. If an officer is caught with any of these devices, disciplinary action will be taken up to, and including, dismissal.

6. Company Phone

No personal calls are to be made or received on the company phones. Exceptions can be made for personal emergencies only. All calls made on company phones are to be logged by the supervisor. If the supervisor does not log in a call, the cost of the call will be charged to the supervisor.

7. Radios and Nextel

All officers are required to pick up a radio at the start of the shift to facilitate communication between the other officers on location. The supervisor will conduct a radio check every hour and a half confirming that each officer's radio is operational.

8. Change of Shift

No officer is to leave his or her post until relieved by a new watch.

9. AutoReturn Management Contact List

Security Personnel will be supplied with a contact list for reporting matters that require immediate escalation to AutoReturn Management.

Personal Property

With the exception of those vehicles impounded pursuant to Illinois Vehicle Code 4-208 (g) and Illinois Municipal Code 11-40-3.1, all property in stored vehicles remains in the vehicle until the customer comes to claim it or until AutoReturn takes possession of the vehicle after the lien process is complete. AutoReturn's objective is to efficiently and ethically dispose of unclaimed personal property obtained as a result of vehicle disposal. Property that is not retrieved by the vehicle owner prior to the date of disposal will be considered to be forfeited by the vehicle owner. AutoReturn's policy is that all salvageable property contained in the vehicle after the date disposal is donated to charity organization(s). The exception to this policy is that objects perceived to be of high personal value or could potentially violate the owners privacy (e.g. credit cards, driver's license, personal documents, etc.) may be removed with Supervisor approval. Storage Specialist will notify a supervisor when items of value are in a vehicle. If the vehicle is unlocked, or the key is available, the property is then removed, inventoried, and stored securely for safekeeping. This is one of the few instances in which AutoReturn employees enter a vehicle. (Storage Specialists may also enter a vehicle to turn off lights or hazards to preserve a vehicle's battery power).

Inventory of Personal Property

AutoReturn performs an inventory of every vehicle that arrives in its storage lots. This inventory is performed by the Storage Specialists. The information gathered from the inventory includes:

- Marks on vehicle
- Damage on vehicle
- Contents of vehicle (observed through windows)
- High-value item inventory location

If high-value property is removed from a vehicle for storage, a note is written on the windshield and in the notes of the corresponding record in ARIES as a reference. All other personal property (clothing, CD's, etc.) remain in the vehicle until it is sold. At this time, the vehicle is cleaned for disposal or auction. The property is then removed and placed in a designated storage area. Unclaimed property will be donated weekly to the designated charity organization(s).

Internal Theft or Damage

In the course of investigating claims for damage or theft, if any employee is found to be involved and/or responsible, that employee will be disciplined up to, and including, termination and the filing of criminal charges. Security is of the utmost importance to AutoReturn, both in securing stored vehicles and vehicle contents. AutoReturn provides its employees with training to ensure all are well-versed in the procedures and policies for lot and vehicle security. In the course of business, all employees will be monitored and coached to ensure the best possible service and security of the lot, vehicles, and employees.

APPENDIX J: ARIES TECHNOLOGY PLATFORM

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1. ARIES OVERVIEW

Timely access to accurate and secure information is the foundation of AutoReturn. Without it, service levels cannot be achieved and the City will not have access to the information it requires. Each vehicle record is created at the time of the tow request and evolves throughout the process to capture all important information and details such as vehicle photos and customer service contacts. Each vehicle is tracked in real-time until it is either retrieved by its owner or disposed of as an unclaimed vehicle.

ARIES – Our integrated software and hardware system platform is called ARIES – which stands for AutoReturn Integrated Enterprise System. ARIES is the first comprehensive technology solution for the municipal towing industry and is the integration of industry leading components including both proprietary and commercially available towing and impound management software applications, GPS tracking and field workflow management, a fully automated phone system, and AutoReturn's custom self-service website. ARIES provides City officials, towing subcontractors, AutoReturn personnel, and vehicle owners with multiple interfaces tailored to meet their individual needs.



Unparalleled Technical Systems, Tailored for the Municipal Towing Industry – AutoReturn conducted an extensive evaluation of commercially available software and chose several “point” solutions that make up parts of the ARIES solution. The “point” solutions provide the solid foundation and robust capabilities to support all aspects of ARIES. AutoReturn has used a proven methodology to make software selections in areas ranging from electronic dispatch and towing management, GPS tracking, field workflow management, vehicle storage management including wireless handheld computers, customer service processing, lien sales processing, and automated telephony processing. Collectively the 3rd-party tools selected by AutoReturn combined with proprietary application components developed internally by AutoReturn engineers, make ARIES the most complete end-to-end solution available for municipal towing and impound operations, unlike any other available in the industry today.

ARIES Component Architecture – ARIES is a full-featured solution for managing all aspects of a municipal towing operation including electronic dispatch and towing management, customer service and vehicle release management, and vehicle storage and disposal. The specific ARIES components that AutoReturn proposes to utilize for the City's operations are all proven solutions that are currently in use supporting the management of a yearly average tow volume of nearly 70,000 tows in San Francisco:

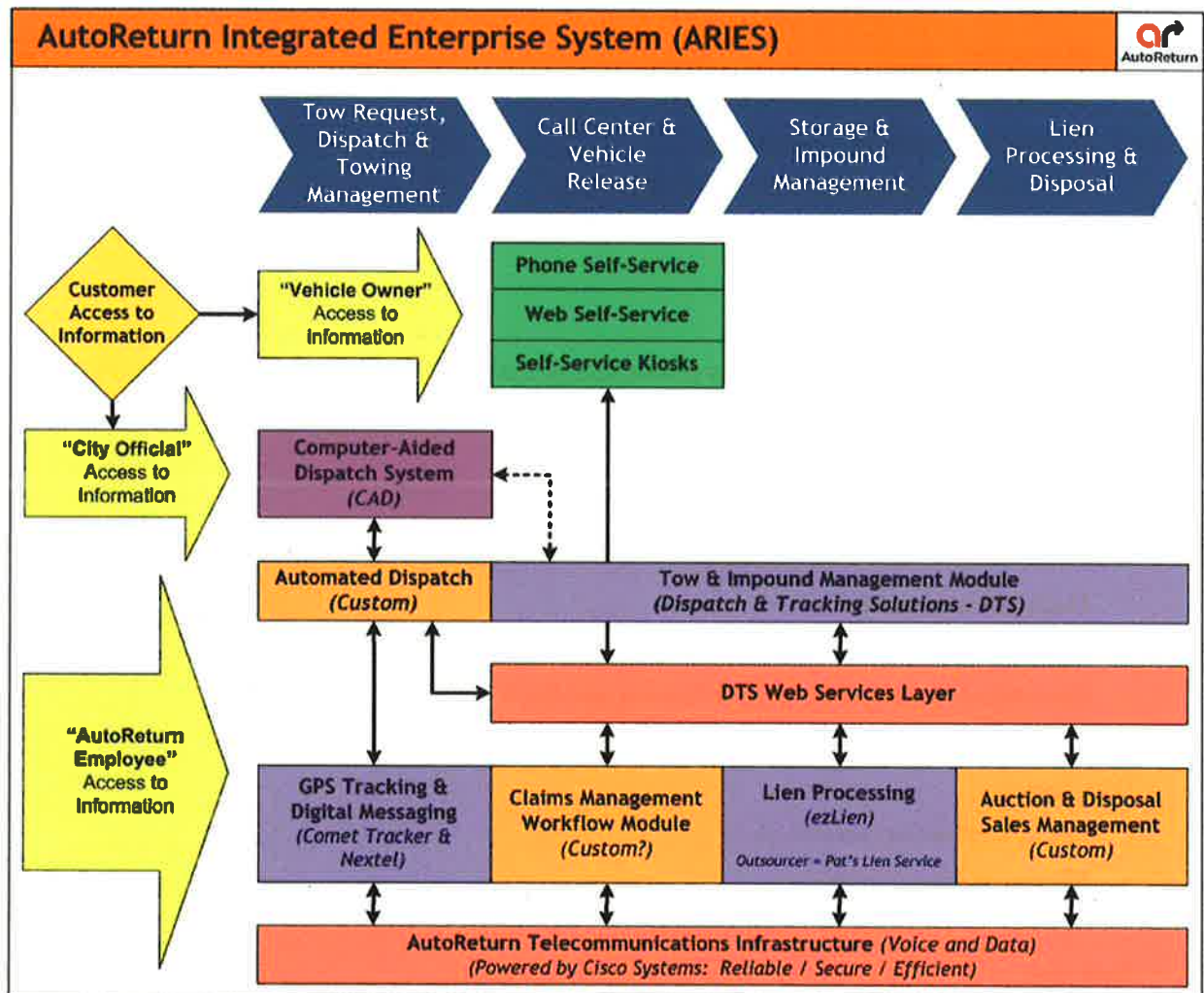
- **Automated Dispatch System (“ADS”)** – AutoReturn developed ADS as a proprietary solution to support the company's unique electronic dispatch and towing management requirements. ADS allows for electronic tow request submittal from Police Department users to the towing subcontractors and even directly to the tow truck operators (“TTOs”) deployed in the field. The system utilizes an underlying GPS technology and can make “optimized” tow assignments based on a variety of zone-based, rotational, and “closest to” algorithms. The system aids dispatchers and TTOs through the use of automated alerts to ensure that tow response service levels are met.
- **ActSoft Comet Tracker GPS Field Workflow Management** – ADS integrates seamlessly with the Comet Tracker GPS and field workflow management system. Comet Tracker is one of the leading GPS applications available today and is utilized by a variety of companies to support various types of workflow needs for workers deployed in the field. The application leverages Sprint / Nextel (“Nextel”) handheld devices and cellular network for data communications. Utilizing the data provided by Comet Tracker, ADS can determine which TTOs are actively on duty and available along with their current locations via the capabilities of the Nextel device. Using the Comet Tracker MCOMET program that runs on the Nextel devices, the TTOs can receive tow requests electronically, acknowledge requests, and manage the status of tow requests in real-time.

- **Dispatch & Towing Solutions (“DTS”)** – One key component of ARIES is the dispatch, towing, storage, and retrieval management computer software application provided by Dispatch & Tracking Solutions, LLC based in Newport Beach, California (www.dtsdispatch.com). DTS’s Law Enforcement Tow System (“LETS”) and the companion Tow Management System (“TMS”) were designed and built to address the unique needs of municipal towing, storage, retrieval, and disposal operations. In addition to San Francisco, the DTS software is also used for similar municipal towing operations in both San Diego (60,000 annual tows) and Orange County (13,000 annual tows).
- **Cisco Systems VoIP Call Center System** – AutoReturn’s call center processing is deployed utilizing the industry leading Cisco Systems Unified Communications System, “voice-over-IP” (“VoIP”) telephony system. The Cisco system supports all the modern call center capabilities including advanced call routing, queuing, and interactive voice response (“IVR”) capabilities that provide self-service processing including vehicle release capabilities. Incoming calls are monitored and managed proactively and the system allows for rigorous performance reporting to measure service levels.
- **Full Featured “Self-Service” Website** – AutoReturn’s website provides a wide range of useful information and tools to customers such as vehicle search capabilities, instructions to obtain the release of vehicles, on-line payment of towing and storage fees, answers to frequently asked questions (“FAQs”), on-line claim and complaint submission, and auction marketing (vehicle lists and photos) and results information.
- **Streamlined Walk-in Service** – AutoReturn’s walk-in services centers feature automated queue management systems with self-service kiosks that issue customers service numbers when entering the facility that eliminate waiting in traditional lines and also allowing for organizing customers into specific queues focused on each individual’s customer specific needs. For straightforward vehicle release transactions, customer can utilize the self-service kiosks to search for their vehicle’s information and process payments via credit or debit cards, allowing the customer to proceed directly to the pick-up point to retrieve their vehicle.
- **Robust Real-Time Reporting** – ARIES provides a robust collection of real-time reporting capabilities that ensure the absolute “transparency” of AutoReturn’s operations. In San Francisco alone, AutoReturn generates and delivers electronically over 30 reports on a daily, weekly, monthly, or quarterly basis. Nearly all of the City’s reporting requirements can be met through existing reports, with minimal programming required. Any specific reports that are unique to the City can be developed quickly, leveraging existing reports. The automated reports can be delivered via secure FTP file sharing websites (FTP over SSL), secure web pages (HTTPS), email (including secure email), or automated fax.
- **Proactive Service Level Management** – Nearly all of AutoReturn’s systems have built-in monitoring capabilities that are used to provide proactive alerts to managers and supervisors when service level issues arrive. As an example, the AutoReturn “Dashboard” provides a real-time, single-screen view into all of the company’s critical service level metrics.
- **Wireless Handheld Computers** – Optimized “on the lot” inventory management capabilities utilizing wireless handheld computers. These devices aid the real-time check-in of vehicles arriving at the lot as well as the ability to confirm a vehicle’s status as available for release.
- **Advanced Security and Surveillance Systems** – AutoReturn deploys industry leading digital video surveillance technology at all of its facilities that capture and archive both video and audio signals, 24 hours a day. Managers and supervisors can monitor the entire facility from their desk or even remotely. The video image data of vehicles entering and exiting the facility also provide a critical tool for the company’s claim administrators. Remote access can be provided to the City through a web-based client, allowing City officials to visually monitor AutoReturn’s operations in real-time.

- High Volume Vehicle Disposal Operations Focused on Revenue Maximization** – AutoReturn has proven technology for managing high-volume sales of unclaimed vehicles. The company follows a policy of strict adherence to all state and local laws governing the vehicle disposal process. The inventory management system provides automated tools for minimizing cycle times. All aspects of the company's vehicles sales data are shared through reports with the City and also vehicle auction results are made available on the company's website. This "transparency" in its operations serves to ensure that all vehicles are disposed of in an appropriate manner, adhering to all state and local laws and regulations.

The following "block" diagram provides an overview of the ARIES architecture. The various functions that can be supported ARIES are depicted across the top of the diagram, only some of which are required for the City. The diamond and arrow blocks on the left depict the various stakeholders' access to information. The rectangular blocks represent the various 3rd-party and custom applications that are integrated together to function as a common solution.

AutoReturn Integrated Enterprise System ("ARIES")



2. ARIES ARCHITECTURE

ARIES is built based on the latest industry standards and tools for a web based architecture. The application, data, and networking components utilize a highly available ("HA") design that provides full redundancy of all key components. AutoReturn built and utilizes ARIES to support its San Francisco operations providing a proven track record of reliability and performance of over five years.

System Reliability

AutoReturn's application and data servers are housed in AutoReturn's San Francisco based secure data operations center, soon to be relocated to the industry leading Evocative hosting facility, located in Emeryville, CA (www.evocative.com). The sole exception being the DTS application and data servers, which are housed within a commercial grade SAVVIS data center located in Irvine, California.

The applications are hosted on industry-standard Intel-based servers (AutoReturn utilizes Hewlett-Packard servers) running both the Microsoft Windows Server and Linux operating systems. The AutoReturn / Evocative and DTS / SAVVIS data hosting centers provide the following benefits:

Reliability:

- 24 hour staff on call
- 24 hour maintenance – trouble shooting
- 24 hour event tracking – monitoring
- Fully redundant (HA) application and data servers
- Fully redundant network powered by Cisco Systems and Juniper equipment and software

Physical Security:

- Access limited solely to authorized system administrators
- 24 hour key card and biometrics access
- 24 hour guard with gated security
- Video surveillance
- Motion sensors and security alarms
- Employee drug checks
- Climate control systems
- Environmental protection: fire, earthquake, and flood

Data Security:

- SSL 128 bit encryption security
- Monitored firewall protection

Back-ups:

- Automated data back-ups (with off-site storage)
- Redundant power – UPS devices and generators

- Redundant Internet connections
- Redundant application servers
- Redundant database servers

SSL Encryption

ARIES is comprised of several system components that support business process functionality related to the dispatch and towing operations as well as data sharing between AutoReturn and the City. All of the critical components utilize SSL (Secure Socket Layer) 128 bit encryption. The two primary applications used for tow operations are ADS and DTS – both utilize SSL communications. This ensures the data integrity of the data flowing between the individual user's workstation and the application server.

Secure User Logins

AutoReturn's systems administrators will manage the process to create new user logins and assign default user passwords. ARIES enforces industry-standard, "strong" passwords that are at least seven digits in length and contain at least three of the four following types of characters: upper-case letters, lower-case letters, numbers, or punctuation symbols.

Authorized city officials along with authorized representatives from the towing subcontractors will be able to request new user accounts, modifications to existing accounts, and deactivations of existing user accounts.

User Access Levels & Privileges via Roles

All of the ARIES application components support industry standard capabilities for managing security and user access levels for a disparate set of users requiring differing privileges, capabilities, and restrictions within the system.

All of the core ARIES applications support the concept of defining an unlimited number of user roles and the mapping of a subset of the system's functions and capabilities to specific user roles. Users are assigned to a given role, which determines the privileges, capabilities, and restrictions the individual user has in the system. If the privileges, capabilities, or restrictions for a given role need to be changed, the role configuration can be modified and the changes take effect immediately for all users assigned to the role. If the desired changes apply to a specific user, the user can be re-assigned to a new role that has the desired configuration or a brand new role can be created and assigned to the user.

Computing Environment and Architecture – Application Access from City Computers

The ARIES applications are specifically designed for use on existing city computers with nothing more than a web browser (such as Internet Explorer or Firefox). We deploy all of our relevant application functionality through a web-based architecture that does not require installation of proprietary software on city owned equipment.

AutoReturn can deploy the company's web-based applications as Internet applications that can be accessed securely through the public Internet utilizing dial-up modem or direct access such as Internet or network.

AutoReturn plans to provide the City direct access to several components of its ARIES technology platform. This will include a number of useful tools that can all be deployed on existing computer equipment in use by the City, so long as this equipment meets relatively minimal requirements.

AutoReturn's applications are designed so that they do not require a "software" footprint (proprietary,

client-based software) to be installed on the user's machine. The applications also consume relatively little system memory and processing capacity. The AutoReturn applications will run within a variety of Microsoft Windows operating system versions, with the basic requirement being that the computer have Microsoft Internet version 6.x or later installed (or equivalent browser).

AutoReturn has extensive experience deploying its web-based applications in municipal information technology environments. The Company's system administrators develop close working relationships with the system administrators of the Company's municipal customers to ensure that the ARIES applications are deployed successfully for access by municipal employees.

3. AUTOMATED DISPATCH SYSTEM – GPS-ENABLED INTELLIGENT DISPATCH

Timely and reliable communications between the dispatch operators and the tow truck operators (“TTOs”) are an essential part of the AutoReturn towing management solution. AutoReturn is able to track that real-time location of TTOs through GPS-enabled Sprint / Nextel communication (“Nextel”) devices. AutoReturn issues a pool of Nextel devices to the towing subcontractors to use as members of the AutoReturn towing network. Each company will be provided with a sufficient number of devices to cover the number of trucks that company is expected to dedicate to the peak time towing periods. The Nextel devices are equipped with the proven DirectConnect two-way radio communications technology as well as accurate GPS tracking capabilities. Lastly, the devices support the Java handheld-based program that interoperates with the AutoReturn Automated Dispatch System (“ADS”) to support the fully automated electronic dispatch management and real-time tow status tracking.

After a thorough review of the handheld communications devices marketplace, AutoReturn selected the Nextel platform for a variety of reasons:

- **Flexibility of Dual Communications Channels** - The Nextel device also serves as a radio and a cell phone and, no matter how automated the process may be, sometimes speaking is the best way to communicate. The radio communications provide a very useful method of dealing with exception cases and tow situations requiring specialized attention. Additionally, it can be used as a contingency communications protocol should the primary electronic dispatch communications protocol fail.
- **More Reliable than SMS** – AutoReturn built its secure communication protocol with the Nextel devices over Internet Protocol (“TCP/IP”) and deploys Java programs on the devices. The primary wireless carrier independent digital communication protocol is SMS, commonly referred to as text messaging. The SMS messaging platform, while reliable to a degree, does not provide a two-way “handshake” for secure, reliable, and *timely* communications. As anyone who uses SMS regularly knows, sometimes an SMS message arrives long after it was sent (or never). This is fine for many types of consumer communications, but not acceptable for real-time professional dispatching.
- **Cost** – The cost of deploying and maintaining secure communications over IP for all of the devices and carriers in today’s technology environment would be prohibitively expensive. By limiting the deployment to one platform and covering the cost of the Nextel devices and service, AutoReturn has a solution that best meets the needs of all users.

The future promises new developments in platform independent mobile device technology. For example, Google introduced a carrier and device independent operating system, called Android, as a competitor to Microsoft’s Windows Mobile operating system platform. This and similar advancements in mobile device interoperability will trigger the development of platform independent solutions for wide range of handheld communications devices. AutoReturn has already begun the development work to take advantages of these industry advances as they become available.

GPS Tracking Drives Towing Efficiency

In combination with the Nextel communications devices, AutoReturn also conducted an extensive review of the leading GPS tracking solutions available for the tracking of fleet vehicles such as tow trucks, taxi cabs, delivery trucks, and field service vehicles. AutoReturn selected the Comet Tracker mobile management system provided by ActSoft, Inc. for a variety of reasons:

- **Support for Fixed Mount and Mobile Devices** – The Comet Tracker solution is one of the few solutions that is offered for both mobile communications devices, such as the Nextel devices, as well as fixed-installed GPS tracking and communications units that can be permanently attached to the tow trucks. Few GPS solutions providers offer the same range of flexibility in the choice of such devices.

- **Nextel Compatibility** – Having the GPS tracking solution combined on the same device that is used for two-way communications provides a simple one-tool solution for the TTOs.
- **Open Integration Architecture** – When AutoReturn surveyed the market of GPS solution providers, none of the leading vendors offered a solution that was completely suited for the unique characteristics of a municipal towing operator utilizing a network of towing subcontractors. The Comet Tracker product provided a useful foundation of GPS tracking and request management workflow through an open architecture. The open architecture and the active support of the Comet Tracker professional services resources allowed AutoReturn to integrate ADS with the Comet Tracker product to create a combined solution that is unlike any other in the market place today. AutoReturn completely controls the business rules and logic of the application, while leveraging the general GPS tracking and workflow capabilities of Comet Tracker.
- **IP-Based Electronic Dispatch Communications** – One of the most compelling features of the Comet Tracker product is that it leverages the communications capability of the Nextel devices over Internet Protocol (“TCP/IP”). As stated in the previous section, many electronic dispatch solutions utilize SMS messaging for dispatch communications, which has proven reliability issues. The IP-based communications capability of the Comet Tracker MCOMET Java program that runs on the Nextel devices is unsurpassed for reliability.

The Comet Tracker solution continuously provides the location of all TTOs in real-time. The TTO locations are captured as longitude and latitude coordinates and updated in the database every 30 seconds. ADS utilizes standard geo-coding technology to convert each requested tow location address to the corresponding longitude and latitude coordinates. This information can be compared with the coordinates of all the TTOs to determine which active and currently unassigned TTO is closest the tow request location. By assigning the tow to the closest TTO, AutoReturn achieves extremely high levels of on-site response time as outlined previously..

In addition to recording the TTO locations in its database, the Comet Tracker application provides a real-time map view as a graphical depiction of all the TTOs in their respective locations. An example of this map view from AutoReturn’s San Francisco operations is provided on the following page. This interactive map provides dispatchers with a user-friendly view of the towing operations in real-time. Additionally, there is a “light” version of the map view that can be deployed on computer workstations within the City, requiring nothing more than Internet Explorer. This web-based map view can be used by Police Department officials to have the same graphical view into the towing operations as the AutoReturn dispatchers.

Fully Automated Dispatch Management

ADS provides a single point dispatch system that can be used to enter new requests for tows and monitor the status of these tows. The system can be used in multiple police precincts by one or more police officers and city staff. The ADS main “Dispatch” window supports the necessary workflow for entering a tow request and having the tow request automatically processed electronically.

When new tows are created, they originate in the NEW status. Once all of the tow information has been completed and the user is ready for the tow request to be assigned, the user simply needs to update the status of the tow request to REQUESTED. Once the tow request is placed in the REQUESTED status, it becomes visible to the AutoReturn dispatch organization and the AutoReturn dispatchers assume ownership of ensuring that the tow request is properly managed and the required response time is met.

The system is designed to automatically determine and dispatch the tow to the appropriate towing subcontractor by applying a flexible set of rules, such as the closest available TTO or utilizing a rotation between the towing companies assigned to a given zone. In the infrequent case that the dispatch assignment decision cannot be made automatically, the system will immediately alert AutoReturn’s dispatch center that is staffed 24 hours a day, 365 days a year. An example might be that

there are no TTOs available for any of the towing companies assigned to the given geographic zone, requiring the dispatcher to select an available TTO from a nearby zone. Another example might be that the tow request location provided is not specific enough (incomplete or inaccurate address) to determine the geographic zone. AutoReturn's dispatch team is trained in quickly determining the most appropriate actions to take in order to get the tow assigned efficiently so that the onsite response time commitment can be met.

The diagrams on the following pages illustrated the electronic dispatch capabilities of ADS, the core dispatch management component within ARIES.

AutoReturn Automated Dispatch System ("ADS")

Tow Request Details for New Tows OR Previously Created Tows Selected in the List Below

ADS Windows Internet Explorer
http://app2.autoreturn.com/ads/main

Welcome, jpenderson 8:46 PM PST
Dispatch Search Logs Manage Log Out Help

OR #

Response Time

Expected

Request By

Phone

Account

Equipment

Cross Street

Reason

Destination

Body

Vehicle Id

Year

Make

Model

Color

VIN

License

State

Save Cancel New/ Clear

Status

ADS can be integrated with Police Department CAD systems such that it automatically receives tow requests that have been created using the MDTs in the patrol cars or entered directly into the CAD system

Active Tow Status

Date	Response	Account	Reason	Make	Color	License	Location	TTO	TTOC	TTOP	Equipment	Status	Request	Dispatch	Accept	On Site	Clear
10/31 8:14 AM	SFPOX	FEE/1400	HOND	WHIT	CA 12U2113		3000 2TH S	Oscar	GGT	100	Rag	Accept	8:38 AM	8:41 AM	8:41 AM		
10/30 9:08 AM	SFPOX	500/500E	GM/C	WHIT	AZ A8K4578		1723 LONBLVD	Christa	NTS	158	Type II	On Site	8:33 AM	8:34 AM	8:35 AM	8:38 AM	
10/29 9:07 AM	SFPOX	ACC/619	VOLK	BLCK	CA 6FGH699		800 26TH AVE	Jacqui	AST	111	Rag	On Site	8:32 AM	8:33 AM	8:34 AM	8:44 AM	
10/28 9:04 AM	SFPOX	500/500E	MITS	BLCK	CA 4VRG736		950 MCSCOW ST	Bernard	BBT	48	Rag	Accept	8:29 AM	8:32 AM	8:33 AM		
10/25 8:51 AM	SFPOX	ACC/618	TOYO	BLCK	CA 4VRC881		796 OAK	Carlos	NTS	59	Rag	On Site	8:16 AM	8:17 AM	8:17 AM	8:28 AM	
10/24 8:47 AM	SFPOX	FEE/1400	TOYO	GRN	CA 5PBL232		2412 WEBSTER	Carlos	BES	06	Rag	On Site	8:12 AM	8:13 AM	8:13 AM	8:18 AM	

View of Active Tow Requests Including Status:

- Requested
- Dispatched
- Accepted
- On Site
- Cleared (Completed)

Driver and Truck Status

Company	Model	Status	Truck Type	Driver Name	Tow Permit	Start Time	End Message
ATL	4	Available	TYPEV	ATLAS Towing	11111	02:10 12:21	
UNKNOWN	150	Available	COMBO	John Penderson	12345	03:10 09:46	
BBT	48	Accepted	WLO	Bernard Hernandez	122015	03:11 05:46	
BES	06	On Site	COMBO	Carlos Arizaga	109106	03:11 08:20	
SLT	73	Available	WLO	Ray	96927	03:11 23:24	
PTS	23	Available	WLO	Herman Contreras	126001	03:12 00:25	
CIS	39	Available	FLAT	Juan Gilberto Escobar	10039308	03:12 05:39	Device from wrong company: GET, deviceid: 74109, radio: 39
BBT	49	On Break	WLO	Milton Galindo	99396	03:12 00:22	
AST	42	Available	WLO	Jorge Martinez	001434	03:12 00:24	

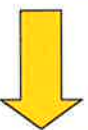
View of "On Duty" Tow Truck Operators (TTOs) Including Current Status:

- Available
- Assigned to Tow
- On Break

Map View of GPS Positions of Tow Truck Operator ("TTOs") Deployed in the Field



Electronic Dispatch and Real-Status Tracking via Mobile Devices



**TTO On Duty
& Available**

**Electronic Dispatch
Request Received**

**Details of Electronic
Dispatch Request**

**TTO Accepting
Dispatch Request**

Real-time Tracking of Tow Request Status:

For any towing operation, the time that the TTO accepts responsibility for the tow request and the time that it then takes for the TTO to arrive at the location of the tow request are extremely important data elements that must be tracked in real-time in order to manage towing efficiency and meet service level commitments. AutoReturn's designed ADS with these and other essential features in mind. ADS allows the tow status to be tracked in real-time from the point that the tow information is entered into the system by police officials or the AutoReturn dispatchers to the point the tow has been completed with the vehicle being off-loaded at a storage facility or other designated location. The Nextel handheld device provides the TTO a user-friendly tool for managing the status of the tow in real-time. The status can be changed through a simple two-step button click sequence on the Nextel device as illustrated below:



In addition to supporting the fully electronic dispatch communications and status management, the Nextel devices allow for radio communications with AutoReturn dispatchers as a backup communications method and a way to augment the electronic dispatch communications to address exceptions cases.

ADS can support a configurable set of tow status codes that can all be managed in real-time. AutoReturn and municipalities can work together to select the desired set of status codes to be tracked from the following configurable selections:

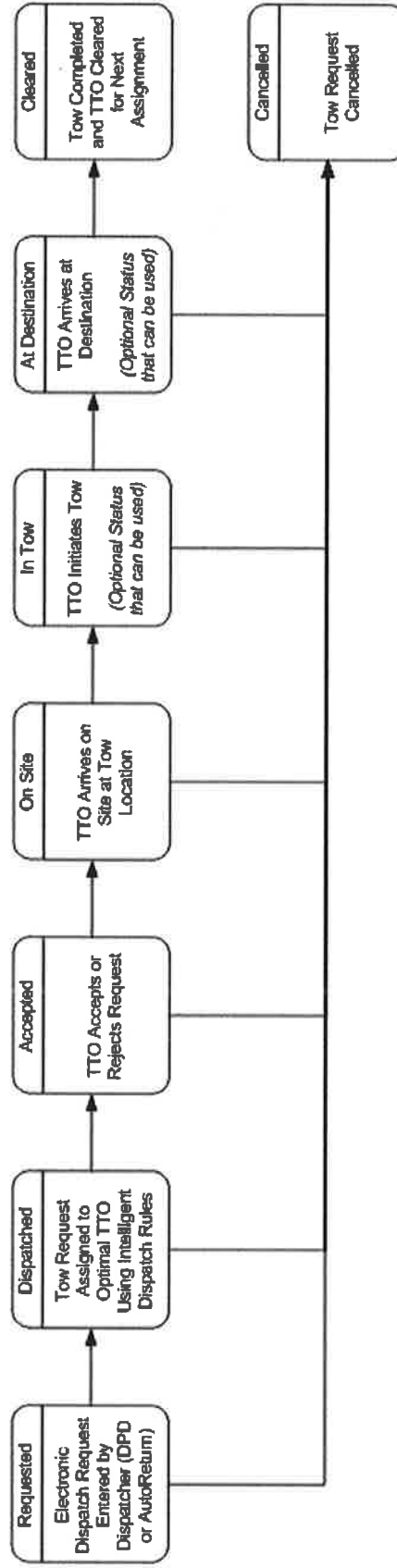
- NEW
- REQUESTED
- DISPATCHED
- ACCEPTED
- REJECTED
- ON SITE
- IN TOW *(Optional status code that can be used)*
- AT DESTINATION *(Optional status code that can be used)*
- CLEARED *(COMPLETE)*
- CANCELLED
- QUEUED *(System status to indicate tow is ready for transmittal to impound management system)*
- SENT *(System status to indicate tow has been transmitted to impound management system)*
- Others as needed

For its current operations, AutoReturn utilizes the following status workflow:

- REQUESTED → DISPATCHED → ACCEPTED → ON SITE → CLEARED

When the TTOs are logged into the Nextel handsets to manage the tow status changes, the GPS coordinates for the TTO's current location at the time the status changes is processed. For example, if the TTO changes the status to ON SITE, the TTO's current location can be compared to the location defined in the tow request to ensure that the TTO has not prematurely changed the status to ON SITE, prior to arriving at the tow location. The diagram on the following page depicts the status management workflow supported by ADS.

ADS Status Workflow



Fixed Mount Solutions for Tow Truck Operational Status Monitoring

Utilizing Comet Tracker with the Nextel handheld devices deployed to the tow truck operators allows for a fully automated dispatch workflow, including:

- GPS tracking to determine TTO locations in real-time
- Tracking of driver status and equipment type (on duty, on break, active tow assigned, etc.)
- Assignment of tow request to closest available TTOs having the appropriate equipment
- Electronic dispatch communications of tow request details
- Real-time status management by the TTOs in the field

Beyond these powerful capabilities supported by the Nextel devices, additional tow truck operational status information can be tracked in real-time by adding Vehicle Engine Monitoring ("VEM") units to the trucks. The VEM units can be installed in the trucks to collect data in real-time. The vehicle operational status data is transmitted through a cable accessory to the Nextel device. The Comet Tracker MCOMET Java program that runs on the Nextel device transmits the operational status data through the Nextel wireless data communications back to the data center. The VEM units can monitor the following:

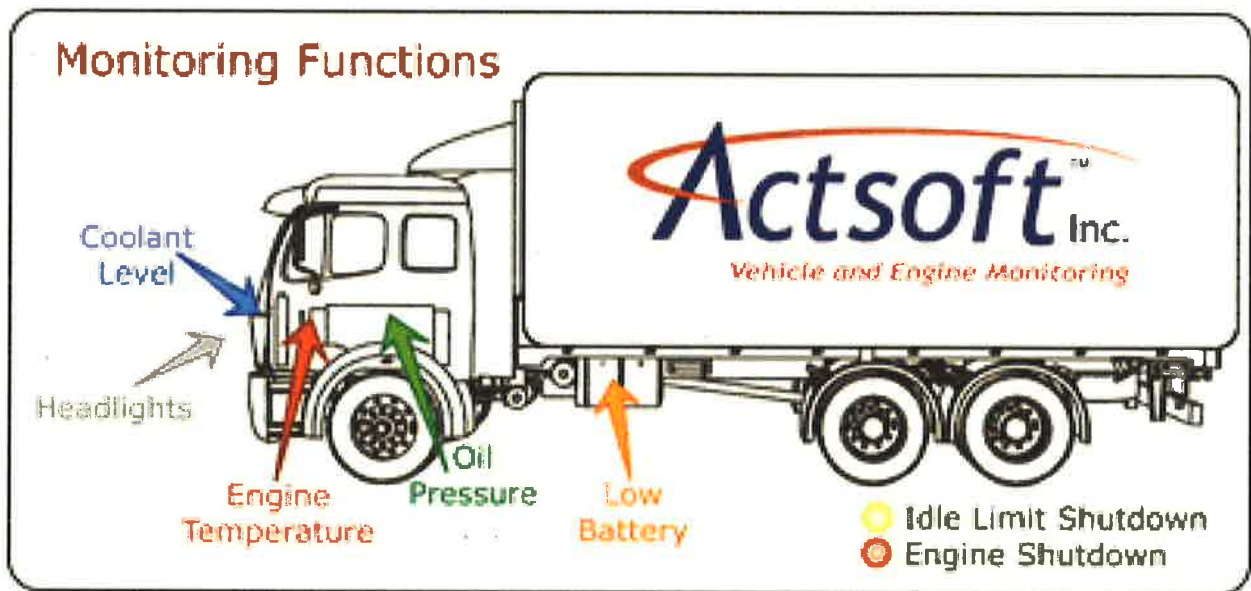
- Engine status (on / off)
- Oil pressure
- Temperature
- Coolant level
- Idle Time
- Battery voltage

Through the use of the VEM units combined with the base capabilities of the Nextel devices, the following benefits can be achieved:

- Reduces engine failures
- Saves fuel cost by idle limiting
- Saves jump starts by protecting the battery
- Provides valuable management information on the vehicle and driver performance
- Reduces overall wear and tear on the vehicle
- Increasing longevity and maintenance savings

The images on the following page illustrate the VEM unit as well as a diagram that depicts the VEM's monitoring capabilities.

Vehicle Engine Monitoring ("VEM") Capabilities



4. ELECTRONIC INVENTORY MANAGEMENT

Timely, Accurate Information is the Core of ARIES – AutoReturn's industry leading technology platform provides advanced capabilities for electronic vehicle inventory management. The vehicle inventory information is fully computerized, including scanned images of hand-written tow authorization documents and multi-angle digital images of vehicles. The information can be accessed and viewed in a variety of ways, including wireless handheld computers with bar code scanning technology.

The electronic inventory system within ARIES captures a living record that contains all the information collected about each towed vehicle. The inventory information is maintained in real-time using a mixture of traditional computer data entry and wireless handheld computer data entry. As the vehicle moves through the AutoReturn process, the inventory system accumulates the following information at a minimum:

- Information about the tow (dispatcher, tow type, tow location, TTO, time of tow, etc.)
- Unique Tow / vehicle tracking identification ("ID") number, as well as a unique bar code number that is affixed to the vehicle as a sticker and recorded in the vehicle record
- Vehicle information (make, model, color, year, license state and number, VIN, etc.)
- Photo documentation of the vehicle's condition at various stages of the process (e.g. when vehicle enters storage facility and when vehicle exits storage facility)
- Detailed inventory of vehicle contents and vehicle condition information
- Precise location of the vehicle – GPS tracking allows tracking of the location of vehicles that are in the process of being towed – storage lots are organized into a numbered "grid system" and the grid designation is stored in the system to allow the quick locating of vehicles
- Vehicle owner and claimant information
- Record of customer inquiries (notes, customer service agents who assisted the customer, etc.)
- Schedule of towing, storage, and related fees
- Invoice and payment information
- Lien sale processing data (authorization dates, sale amounts, etc.)
- Current vehicle status and final disposition (released, auctioned, salvaged).

ARIES maintains the inventory information from tow request through to the final disposition of the vehicle, when it is released to the vehicle owner or disposed of through the vehicle salvage operation. After release or disposal, the vehicle information is maintained as a permanent history of the operations, supported by detailed reporting capabilities.

All interested parties including AutoReturn staff and supervisors, city officials, towing subcontractors, and customers have a tailored view (user interface) into this data to support their particular needs. Customers greatly benefit from self-service options offered through our automated phone system and our website. City officials have real-time access to our operational data utilizing ADS. In addition to providing detailed functionality for managing the dispatch and active tows process, ADS also provides a user-friendly search window that can be used to search for and view details of any historical tow record, both for vehicles released to vehicle owners and unclaimed vehicles that disposed through auctions or salvage sales.

Wireless Handheld Computer and Bar Code Processing

ARIES supports wireless, handheld computer processing using the following wireless networking protocols:

- **Wi-Fi Communications (802.11a/b/g)** – AutoReturn utilizes wireless communications within its storage facilities because it provides the utmost in reliability and security through the use of Extensible Authentication Protocol - Transport Layer Security (“EAP-TLS”). The company utilizes Cisco System Aironet devices that integrate seamlessly with the company’s wired Cisco Systems networking infrastructure, including Cisco firewall and encryption technology. AutoReturn utilizes Symbol Technologies MC9090 model handheld computers that access the ARIES applications through simple web-based screens that provide capabilities utilized by the company’s storage specialists for vehicle intake, management, and release.
- **Commercial Wireless / Cellular Communications in the Field** – Outside of its operations and storage facilities, AutoReturn utilizes wireless / cellular providers such as Sprint / Nextel, AT&T, and Verizon. ADS is integrated with Nextel handheld communications devices. These devices support Java processing that is used for AutoReturn’s electronic dispatch communications, tow status management, as well GPS tracking of tow truck operator locations.



Wireless, handheld computers are a key integration component of the ARIES infrastructure. The handheld devices allow AutoReturn storage specialists to conduct the following activities outside of the AutoReturn office facilities right on the storage lots:

- **Vehicle Intake** – Data entry of vehicle information during vehicle intake including scanning a bar code sticker that is affixed to each vehicle to associate the unique bar code identification (“ID”) number with the vehicle record in the inventory system. Please note the AutoReturn inventory form on the following pages illustrating the “duplicate” bar code stickers – one of which is affixed to the vehicle, while the other is attached to inventory form.
- **Inventory Management** – Conducting regular vehicle inventory management to lookup vehicle information and to make real-time updates in the inventory database. This allows data errors related to vehicle information such as incorrect license number and VIN values to be corrected immediately when an error is identified.
- **Vehicle Release** – Confirming the status of a vehicle as ready for release (all fees paid, holds removed, etc.) and documenting the physical release of the vehicle. AutoReturn’s invoice contains a unique bar code that allows storage specialists to use the handheld device to quickly scan the




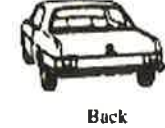
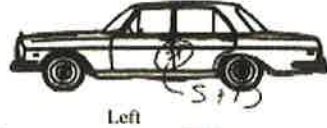



invoice, review the vehicle information and confirm the vehicle's status as available for release. Please note the AutoReturn invoice containing the bar code on the following pages. The bar code value maps to an arbitrary, unique number in the database that minimizes the chance of counterfeit invoices being used to obtain the unauthorized release of a vehicle – a common problem encountered by impound facilities.

The following image illustrates a uniquely numbered bar code sticker on the windshield of one of the vehicles held within AutoReturn's storage facilities in San Francisco. On the following page, the sample vehicle inventory form shows the same bar code ("duplicate") affixed to the paperwork that provides a written record of the vehicle's check-in.

AutoReturn Inventory Bar Code Vehicle Tag Attached to Vehicle Windshield



AutoReturn Inventory Form with Bar Code Vehicle Tag

 1019939	Log# <u>0803301004</u>	Annex	Pier 70	7th St.	
Tow Company: <u>BFA</u>		Date: <u>3/31</u> Time: <u>12:56</u>			
Auto Rel Rep: (Print) <u>BETIA LUNA</u>		Company Authorizing Tow: _____			
(Signature) <u>[Signature]</u>		Authorizer's Name (Print) _____			
Towing Company Rep: (Print) _____		Signature: _____			
Signa _____		Location Towed From: _____			
Front <input checked="" type="checkbox"/> Rear <input checked="" type="checkbox"/> Dolly <input type="checkbox"/> 4X4 <input type="checkbox"/> Flatbed <input type="checkbox"/>		Linkage Removed <input type="checkbox"/> Linkage Replaced <input type="checkbox"/>			
 Right		 Front	 Back	 Left	
					
NG - No Glass NT - No Tire DA - Damage S - Scratch D - Dent					
Plates: <u>8F96087</u> Registration (MO/YR - or - NONE) <u>3/09</u>					
Vin #: <u>1G1G625V7411810717</u>					
Year: <u>2004</u> Make: <u>GMC</u> Model: <u>SAVANNA 2500</u> Body: <u>Van</u> Color: <u>White</u>					
Tow Type: _____ Courtesy _____ OR _____ PP _____ SFPD/DPT _____ MC Engine # _____					
Cone Color <u>Gray</u> Cone # <u>375</u> Lien Type <u>3</u> <input checked="" type="checkbox"/> Key <input type="checkbox"/> No Keys					
ELECTRONICS Cell. Phone _____ CD Player _____ CD Case _____ Camcorder _____ Radio <u>STOCK</u> Portable Electronic Device _____ Other _____	TOOLS CLOTHING <u>Blanket</u> PERSONAL <u>Pillow</u> Brief Case _____ Back Pack <u>1 Black</u> Motorcycle Helmet _____ Currency \$ _____	PERSONAL (cont.) Camera _____ Purse _____ Sunglasses _____ Wallet _____ JEWELRY _____	SPORTING EQUIPMENT OTHERS <u>Matches</u> <u>Medicine</u> <u>Misc. Baby Rocking</u> <u>Chair, CRATE OF</u> <u>Automotive</u> <u>Supplies</u>		
Comments: _____ _____ _____					
TRANSFERS: I, the undersigned, being the representative of the company performing the services for towing, of the above referenced vehicle, agree <input type="checkbox"/> disagree <input type="checkbox"/> that the condition depicted for the vehicle is a fair representation of the condition of the above reference vehicle upon my pick-up of the vehicle.					
Towing Company Representative Signature _____		Date _____		San Francisco AutoReturn Representative Signature _____	
Towing Company Representative Printed Name _____		Date _____		San Francisco AutoReturn Representative Printed Name _____	

Duplicate Bar Code Stickers -
 Sticker #1 Affixed to Vehicle -
 Sticker #2 Affixed to Inventory Form

DTS Standard Electronically Generated Invoice with Bar Coded ID



AutoReturn
San Francisco AutoReturn
450 7th Street
San Francisco, CA 94103
Phone: 415-865-8200

JOE SMITH
2758 HARRISON STREET
SAN FRANCISCO CA 94110
CA A1234567

Invoice Date: 10/02/2007
Invoice#: 364653
DR / Log #: 0710011009
Released By: AnaA

Make	Model	Color	Body	License	VIN
HOND	CIVIC	WHIT	2D	CA -3NLV700	2JHDK1126SH567279

Vehicle Towed From	Lot Name	Lot Section	Tag #	Keys Held
300 GRAYSTONE IRON San Francisco	2 - Pier70	F60	WHT822	N

Vehicle Towed To	Call No	Account	Reason	Description	Tow Date
400 22nd St San Francisco	0000000264957	SFPDX 0710011009	REC/851	Recovery	10/01/2007

Call Taken Date / Time	Completed Date / Time	Storage Out Date / Time
10/01/2007 02:35:00	10/01/2007 03:29:00	10/02/2007 14:21:00

Driver	Truck	Quantity	Service Description	Service Price	Total
BAT	AR	2.0	Passenger 1st 20 Hr. af 4 Free	50.00	91.75
BAT	AR	1.0	SF Admin Fee-Excluding Tickets	70.50	70.50
BAT	AR	1.0	S-Tow-Passenger Vehicle	168.25	168.25
				Sub Total	330.50
				Net Total	330.50
				Amount Paid	330.50
				Cash	330.50
				Balance	0.00

Approval Code: aandrade

Released To: JOE SMITH

Signed _____ Date 01/20/2008

Driver License Number _____

Destination: Pier 70
Address: 400 22nd St
City: San Francisco

NO REFUNDS OR RETURNS. BY LAW YOU CAN PROTEST A CITY AND COUNTY OF SAN FRANCISCO VEHICLE TOW. YOU MUST REQUEST A HEARING WITHIN 30 DAYS FROM DATE OF TOW. CITATIONS ASSOCIATED WITH THIS TOW MAY NOT BE INCLUDED IN THIS PAYMENT. ANY NECESSARY NOTICES WILL BE MAILED TO THE ADDRESS ON FILE AT DPT. THANK YOU.
 SFPD (415) 553-1619
 DPT (415) 701-5400



**Bar Code Used with
 Wireless Handhelds
 for Quick Vehicle
 Lookups and
 Verification of
 Payment Status**

PAID

Handheld Computer Printing Capabilities

The Symbol Technologies MC9090 model handheld computers can be outfitted with a variety of industry standard printers such as those provided by Zebra Technologies, an industry leader for mobile computing accessories. The Zebra P4T is depicted below as an example and is the world's first mobile thermal transfer printer with optional RFID upgradability. This rugged printer can print long-life bar code labels and documents up to 4" wide that withstand harsh and outdoor environments. The Zebra printers can be easily carried by lot workers using either a belt attachment or a holder and strap that can be placed over the shoulder (see inset photo below).

AutoReturn's web-based lot management applications that are utilized by lot workers with wireless, handheld computers for managing lot activities can be easily enhanced to print off any specific forms that are required for the Chicago auto pound management operations. As stated earlier, AutoReturn utilizes cost effective pre-printed bar code stickers that come in "pairs" on easy to use "spools". Should there be a need to print the bar code stickers in real-time, AutoReturn will enhance its lot management applications for the handhelds to provide this real-time bar code printing capability.



Extending Bar Code Scanning to Tow Truck Operators ("TTOs") in the Field

As a further refinement to this process, the tow authorization forms used by field enforcement officers could be provided with a unique bar code imbedded on the form. Alternatively, AutoReturn could provide pairs of matching bar code stickers (on easy to use spools). One of the bar code stickers could be placed on the tow authorization form and the other matching sticker could be placed on the windshield of the vehicle. After receiving the tow authorization form from the enforcement officer, the TTO could scan the bar code value into the electronic dispatch management system ("ADS"), providing a linkage between the electronic vehicle data record, the paper form, and the physical vehicle itself. The Nextel devices utilized by AutoReturn TTOs can be outfitted with standard bar code scanners (pictured below) to enable the scanning capability.



Real-Time Inventory Management and Uniform Billing

One key components that was highlighted in the ARIES overview at the beginning of this document is the dispatch, towing, storage, and retrieval management computer software application provided by Dispatch & Tracking Solutions, LLC. DTS serves as one of the foundational blocks of ARIES and provides the core impound management functionality that comprises the inventory system capabilities discussed earlier in this document. DTS was the first and continues to be the leading software solution that is focused exclusively on the municipal impound towing industry, providing “end-to-end” functionality. The application has a robust Internet-based, Java architecture utilizing Microsoft SQL Server as the backend database. The application is hosted in an enterprise grade data center, is highly available (multiple redundancy components), and provides advanced security management. The application’s open integration architecture includes the following:

- “Web Services” to expose all system functions for comprehensive integration purposes
- Electronic tow requests from enforcement patrol vehicles via mobile data computers (“MDCs”) and mobile data terminals (“MDTs”)
- Integrates with a variety of computer-aided dispatch (“CAD”) systems utilized by police and traffic enforcement organizations

Once a tow has been completed and noted as such in ADS based on the TTO changing the status to CLEARED using the Nextel device, the completed details of the tow request automatically flow through a web service interface to the DTS towing and storage management system. This requires no action on the part of any user and happens instantaneously once the tow request is processed as complete. All of the key status event (“timestamp”) information relating to the towing process and whether the response time commitment has been met is transferred automatically to DTS as part of the tow request details. Locating an existing tow request in the system is supported through user-friendly vehicle search capabilities.

The DTS TMS module utilized by AutoReturn is comprised of a single “Call Worksheet” screen that includes multiple screens or “tabs” of functionality. The “Call Worksheet” and each of its functional “tabs” is presented on the following pages.

DTS Call Worksheet – Events Log

The screenshot shows the 'Call Worksheet' application window. It contains several tabs and sections. Yellow callout boxes point to the following areas:

- Tow Details:** Points to the 'General' section at the top left, which includes fields for Call #, AUTO, 0000000284957, DR #, 0710011009, Tow Date, 10/01/2007, and Status, RELEASED.
- Vehicle Details:** Points to the 'Vehicle' section in the middle left, which includes fields for Year (1995), Make (HONDA), Model (CIVIC), Color (WHITE), Body (2D 2 DOOR), License (3NLV700), State (CA), VIN (2JHDK11268H567279), and License Through Year (2007).
- Tow Location:** Points to the 'Location' section in the middle left, which includes fields for Address (300 GRAYSTONE), Cross St (IRON), City (San Francisco), State (CA), Zip, and Zone (003).
- Owner Information:** Points to the 'Owner/Lien Holder' section in the middle right, which includes fields for First Name (JOE), Last Name (SMITH), Address (2756 HARRISON STREET), City (SAN FRANCISCO), State (CA), Zip (94110), Phone, Company (A1234567), and License.
- Tow Tracking ID Number:** Points to the 'Driver/Truck' section on the right, which includes a table for tracking events like Call Taken, Dispatched, Arrived, En Route, On Site, In Tow, At Destination, and Complete, along with Time and Date columns.

All of the tow data that is captured in ADS while the tow request is being fulfilled is passed to the downstream DTS towing and impound management system. DTS serves as the comprehensive inventory data store. All of the information regarding the tow is available through a single DTS screen called the "Call Worksheet". The "Call Worksheet" is organized into a series of sections and tabs as follows:

- **General** – All of the general tow request details such as the requesting agency (Police Department, Parking Enforcement, etc.), individual requesting the tow (name or badge number), requestor call-back number, reason for the tow, equipment requested, and other general tracking details.
- **Vehicle** – Specific information about the vehicle such as the Year, Make, Model, Color, Body, ID # (used for fleet vehicle IDs, motorcycle engine #'s, etc.), License Number, License State, VIN, Odometer Reading, License Through Year and Month.
- **Location** – Information regarding the location of the tow including Location Name (if applicable – used for landmarks), Address, Cross Street, City, State, Zip, and Zone.
- **Destination** – Information similar to the tow location, but for the tow destination.
- **Owner / Lien Holder** – Contact information for one or more individuals related to the vehicle such as the registered owner, lien holder, released to party, and purchaser of unclaimed vehicles. Name address, phone, and driver's license information can be captured.

- **Log Tab** – Details of the towing process such as the Tow Company, Driver, Truck, as well as all of the important timestamps such as Requested, Dispatched, Accepted, On Site, and Completed times. Additionally, the required Response time and request Priority is captured.
- **Storage Tab** – All storage information for the vehicle. Please see the following pages for a screen image providing the details of the Storage tab.
- **Lien Sale** – Lien sale information for vehicles that go unclaimed by the vehicle owner. Please see the following pages for a screen image providing the details of the Lien Sale tab.
- **Invoice** – Information regarding towing, storage, and related fees as well as payment information. Please see the following pages for a screen image providing the details of the Invoice tab.
- **Search** – Used for searching for vehicles and tow information utilizing a wide range of search criteria.

DTS Call Worksheet – Vehicle Storage

The screenshot shows the 'DTS Call Worksheet – Vehicle Storage' application. The interface includes a menu bar (File, Utilities, Message(s), Help) and a status bar (Unread Message(s), Powered By: DTS). The main form is divided into several sections:

- General:** Call # (AUTO), DR # (0000000264957), Tow Date (10/01/2007), Status (RELEASED).
- Motor Club:** Name, Mem #, Call Back, Exp. Date, Service Level, Cost Limit, Mig Limit / Rate, Auth #, Send To Driver.
- Lot Info:** Service Type (Passenger 1st 20 Hr. at 4 Free), Lot Company/Driver (AUTO, BAT), Lot / Section (2 - Pier70, IF60), Key Held / Tag# (WHT822), Tracking # (1010442), Lien Type/ Value (L2, \$0.00), Storage Type, Title RCV'd, Time Out (10/02/2007 14:21), Unit Price/Quantity, Total / Grand Total (\$91.75, \$91.75).
- Vehicle:** Year (1995), Model (CMVC), Body (2D/2 DOOR), License (3NLV700), Odom, Lic Tag Yr (2007), Make (HONDA), Color (WHITE), ID#, VIN (2JHDK1126SH567279), Lic Tag Month (APR).
- Driver:** State (CA), NOID, VIN (2JHDK1126SH567279), Lic Tag Month (APR).
- Owner/Lien Holder:** RELEASED TO, First Name (JOE), Last Name (SMITH), Address (2758 HARRISON STREET), City (SAN FRANCISCO), State (CA), Zip (94110), Phone, Ext, Company (A1234567), License, State (CA), Swipe License.
- Location:** ID, Address (300 GRAYSTONE), Cross St (IRON), City (San Francisco), State (CA), Zip, Zone (003-0).
- Destination:** ID, Destination (Pier 70), Address (400 22nd St), Cross St, City (San Francisco), State (CA), Zip, Zone.
- Police Information:** Officer, Unit, Officer ID, Case ID, Beat, Stolen Vehicle, Towed in Error.
- Citations:** Ct. Amount, Invoice No., Citation Limit Exceeded.

A yellow callout box labeled 'Vehicle Storage' points to the 'Storage' tab at the bottom. The 'Storage' tab is active, showing details for a vehicle stored at Pier 70, including lot information, storage rates, and a note about insurance pickup.

The “Call Worksheet – Storage” tab captures all of the information about the vehicle while it is stored in the impound facility. All the necessary inventory management data fields are provided including:

- **Lot Info** – The upper portion of the “Storage” tab captures all of the information about the location of the vehicle in the storage facility such as the storage facility itself. The system supports the configuration of multiple lots that can be managed as one virtual inventory. Within each lot, any number of sections can be defined for tracking the specific location within the facility. Other storage data includes storage check-in and check-out times, storage rate information (varies by vehicle classification), vehicle tag information (such as bar code ID values or vehicle “hat” numbers), whether the keys are being held for the vehicle (including key tag #), and the appraised (lien type) value for the vehicle.
- **Lot Transfer History** – The “Storage” tab allows any transfers of the vehicle from one lot to another facility to be tracked in the system for an unlimited number of transfers. The system can automatically generate authorized transfer tow fees and add them to the list of service fee items. The complete set of storage information is captured and maintained for each storage “instance”.
- **Police Information** – The “Storage” tab allows for important police information to be captured and tracked in the system such as officer names, unit number, officer ID, case ID, beat, stolen vehicle flag, towed in error flag, and citation information.
- **Vehicle Hold Information** – Finally, the “Storage” tab allows for essential information related to various types of administrative and investigative vehicle holds to be captured in the system including the type of hold, agency placing the hold, investigator or officer ID, hold start time, hold removed time, information regarding who authorized the release of the hold, and general hold comments.

DTS Call Worksheet – Lien Sale

Call Worksheet

File Utilities Message(s) Help 0 Unread Message(s) Powered By DTS

Call # AUTO 0000000264957 DR # 0710011009 Tow Date 10/01/2007 Status RELEASED

General

Compa: San Francisco AutoReturn
 Accou: Police Dept. - San Francisco
 Caller: Call Back:
 Trackin: 1010442 Ref No:
 Reason: REC851 Recovery
 Call Type: Class: Equip: Reg

Motor Club

Name:
 Mem #:
 Call Back:
 Exp. Date:
 Service Level:
 Cost Limit:
 Mig Limit / Rate:
 Auth #:
 Send To Driver:

Vehicle

Year: 1995 Make: HONDA
 Model: CIVIC Color: WHITE
 Body: 2D: 2 DOOR ID#:
 License: 3NLV700 State: CA NOID:
 Odom:
 Lic Tag Yr: 2007 VIN: 2JHDK1126SH567279 Lic Tag Month: APR

Driver

Location

ID: Location:
 Address: 300 GRAYSTONE
 Cross St: IRON
 City: San Francisco
 State: CA Zip: Zone: 003:0

Destination

ID:
 Destinat: Pier 70
 Address: 400 22nd St
 Cross St:
 City: San Francisco
 State: CA Zip: Zone:

Owner/Lien Holder

RELEASED TO:
 First Name: JOE
 Last Name: SMITH
 Address: 2758 HARRISON STREET
 City: SAN FRANCISCO
 State: CA Zip: 94110
 Phone: Ext:
 Company:
 License: A1234567
 State: CA Swipe License

Owner/Lien Holder Billing Addr HD Towing
 Add Note

Notes:

2007-10-02 14:24 : AAA INSURANCE WILL PICK UP THE VEHICLE ... ANA

Storage: L2 Value: \$0.00
Lien Type: Value:
Lien Dates
 Lien Sale Start
 DMV Requested
 DMV Received
 Mail Fee / Receipt No: \$0.00
 Lien Notice Sent Date
 Clear Date
 Denied Date
 Release Of Interest Date
 Sale Price \$0.00
 Site Location
 Remove From Lien

Send Notices To

☐ Registered Owner
☐ Legal Owner
☐ Lien Holder
☐ Interested Party 1
☐ Interested Party 2
☐ Interested Party 3
☐ Interested Party 4
 Letter Type
 Mail Receipt No:

Comments:

Log Storage **Lien Sale** Invoice Search
 New Cancel Call Save

The “Call Worksheet – Lien” tab captures all of the details regarding vehicle that go unclaimed as they go through the legal process of being sold at a public auction or through the salvage vehicle disposal channel. The screen shown above is tailored to the specific needs of vehicles processed using the lien sale laws for the California Department of Motor Vehicles. For AutoReturn’s use for in other states, this screen will be customized to reflect the unique characteristics for the given state’s defined legal process for the disposal of unclaimed vehicles. Generally speaking, the screen allows information to be captured such as the vehicle appraisal category, required registered owner notification dates, sale authorization dates, sale date, and sale price

DTS Call Worksheet – Billing Invoice Information

Call Worksheet

File Utilities Message(s) Help

Call # AUTO 0000000264957 DR # 0710011009 Tow Date 10/01/2007 Status RELEASED

General

Company: San Francisco AutoReturn
 Accou: Police Dept - San Francisco
 Caller: Call Back:
 Trackin: 1010442 Ref No:
 Reason: REC851 Recovery
 Call Typ... Class: Equip/Reg

Motor Club

Name:
 Mem #:
 Call Back:
 Exp. Date:
 Service Level:
 Cost Limit:
 Mig Limit / Rate:
 Auth #:
 Send To Driver:

Services

Driver	Service	Cust	Qty	Price	Amt
BAT	StorePsngr	SFPDX	2.00	50.00	91.75
BAT	ADMIN	SFPDX	1.00	70.50	70.50
BAT	TowP	SFPDX	1.00	168.25	168.25

Vehicle

Year: 1995 Make: HONDA
 Model: CIVIC Color: WHITE
 Body: 2D 2 DOOR
 License: 3NLV700 State: CA NOID:
 Odom: VIN: 2JHDK1126SH567278
 Lic Tag Yr: 2007 Lic Tag Month: APR

Location

ID: Location:
 Address: 300 GRAYSTONE
 Cross St: IRON
 City: San Francisco
 State: CA Zip: Zone: 003:0

Destination

ID: Destination: Pier 70
 Address: 400 22nd St
 Cross St:
 City: San Francisco
 State: CA Zip: Zone:

Owner/Lien Holder

RELEASED TO:
 First Name: JOE
 Last Name: SMITH
 Address: 2758 HARRISON STREET
 City: SAN FRANCISCO
 State: CA Zip: 94110
 Phone: Ext:
 Company:
 License: A1234567
 State: CA Swipe License

Billing

Inv# Tax Disc Balance Inv. Total
 364853 \$0.00 \$0.00 \$0 \$330.50

Notes:

2007-10-02 14:24: AAA INSURANCE WILL PICK UP THE VEHICLE ANA

Buttons: Call Customer Driver Invoice Admin

Buttons: New Cancel Call Save

Buttons: Log Storage Lien Sale Invoice Search

Buttons: Add Payment Preview Print

Buttons: Calc Estimate Rec From Lot

Buttons: Service Billing Delete Service Invoice

The “Call Worksheet – Invoice” tab is used for capturing the various line item towing, storage, and related fees as well as documenting the payments received from vehicle claimants. For vehicles sold as unclaimed vehicles, this tab is used to itemize the sale price and associated administrative fees, as well as documenting the payments for the purchase of the vehicle.

- **Service Fees** – All of the standard towing, storage, and related charges can be configured so that they are automatically applied based on the specific details of the tow that include: authorizing agency, reason for the tow, towing equipment type used, and vehicle class. Additionally, ad hoc fees can be configured that can be applied. The fee amounts can be fixed amounts, per unit amounts, or variable amounts that get filled in at the time that the fee is applied. For vehicles being sold as unclaimed vehicles, the sale price is added at the time that the sales price is established. Any additional administrative fees related to the disposal and sale of the vehicle can be configured and applied as standard fees based on various criteria. The system supports standard price list functionality that is typical of all commercial billing and payment systems, such the ability to apply specify effective time ranges for the various service fee items to account of standard CPI adjustments and other price changes.
- **Payment Processing** – The “Invoice” tab supports flexible payment functionality that allows the user to capture one or more payments as well as payments for one or more invoices for a vehicle. Various payment types such as case, credit, debit, and check payments are supported. All of the payment processing is reinforced by the rigorous accounting controls (e.g. management authorization for un-posting payments) and comprehensive reporting to effectively capture and manage invoicing and payment information for the downstream accounting processes.

DTS Call Worksheet – Search for Towed Vehicle Information

The DTS search screen is a feature rich search utility provided as part of the storage management functionality. Users can search for vehicles by a variety of search criteria that include the following:

- License State and Number
- Year
- Vehicle Identification Number ("VIN")
- Make
- Model
- Color
- Account (towing agency)
- Tow ID Number (referred as the DR # in both ADS and DTS)
- Ticket #
- Case ID #
- Driver / Towing Subcontractor
- Status
- Tow Date Range

5. SECURITY SYSTEMS

AutoReturn utilizes the Pelco surveillance systems at all of its facilities. Known for excellence in its surveillance cameras, Pelco is the world's largest manufacturer of video security equipment and surveillance cameras. In addition to its industry leading cameras, the Pelco DX8000 digital video recorders ("DVR") offer the latest in digital surveillance technology, including audio for selected camera locations. The following screen image illustrates the Pelco software application view used to view both real-time and archived footage. As a standard practice, AutoReturn archives video footage for a number of months so that it can be utilized well after the final disposition of the vehicle to address any issues such as claims made for vehicle damage or property loss.

Pelco Digital Surveillance System



Multi-Dimensional Views of Vehicles

AutoReturn utilizes digital imaging of vehicles to facilitate quality control within its storage operations. The only thorough way to document a vehicle's condition is to capture digital images of the vehicle for use in accurate pinpointing of any damage that may occur while handling the vehicle. To clearly document the exact condition of all vehicles entering or exiting its facilities, AutoReturn places a minimum of 5 cameras at each entry or exit gate that are positioned to capture images of the vehicle from four dimensions as well a fifth camera that is focused on the vehicle license plate as it enters or exits the facility. Through these cameras, the DVRs capture running footage the entire time the vehicle is passing in or out of a storage facility gate. AutoReturn uses this footage to generate

dozens of “still” digital images (“frames”) extracted from the running video, that can be utilized in the same manner as traditional photos to support the quality assurance and claims management processes.

Broad Coverage of Storage and Office Facilities

Beyond the entry and exit gates of its facilities, AutoReturn also deploys surveillance cameras throughout its storage and office facilities to provide comprehensive coverage of all critical areas within its operations. AutoReturn utilizes a combination of fixed indoor and outdoor cameras as well as PTZ (“pan-tilt-zoom”) cameras that can be controlled remotely to allow a system user to “move around” the facility, zooming in and out, from a remote location in real-time.

Video Surveillance Access for City Officials

In addition to benefitting AutoReturn’s operations, the Pelco system also provides a user-friendly web-based version of its application that can be easily deployed on City computer workstations to allow City officials to utilize the system to monitor AutoReturn’s operations in real-time. This solution is utilized by the contract administrators who oversee AutoReturn’s San Francisco operations.

6. ACCESS TO INFORMATION – FLEXIBLE METHODS FOR VARIOUS STAKEHOLDERS

AutoReturn understands that the City requires immediate access to a wide range of information that various Police Department and other City officials may require. The ARIES architecture allows for the easy querying of vehicle information by various types of individuals:

- Police Department users and other City officials
- AutoReturn employees
- Towing subcontractors
- Vehicle owners via the AutoReturn public website (www.autoreturn.com)

Note: AutoReturn encourages the reader to review its fully functional website for its San Francisco operations.

City officials can look up vehicles utilizing either ADS or DTS to find up-to-date, real-time information about any given vehicle. The primary purpose of ADS is to manage the dispatch and towing operations for active tows, while DTS is used primarily as an inventory management tool once the tow is completed. Both systems share much of the same vehicle information and both can be used by Police Department users and other City officials to access information in a real-time manner. The user-friendly search capabilities should make it more efficient for City officials to respond to inquiries from vehicle owners regarding the status and location of vehicles (although these inquiries can be completed referred to the AutoReturn customer service center).

The DTS search screen was provided in an earlier section. The following page illustrates the ADS search capabilities. ADS is the primary tool for Police Department users. DTS can also be available as a secondary tool to provide more a comprehensive view of vehicle information.

ADS Vehicle Search Screen

ADS - Windows Internet Explorer

File Edit View Favorites Tools Help

http://app2.autoreturn.com/ads/main

ADS

Welcome, jpendleton 8:56:05AM PST

Dispatch Search Logs Manage Log Out Help

DR # Tow Date Reason

Make Model Color Year

State License VIN

Tow Search Results

DR #	Tow Date	Status	Customer	License #	State	VIN	Make	Model	Color	Year	Body	Reason Code	Location
090311002	Wed Mar 11 07:19:00 PDT 2009	RELEASED	SFOPTX	6416CDP	CA	1FTDE16Y8GH	FORD	ECONOLIN	TAN		VAN	TA/32A.2	ST
090311101	Wed Mar 11 07:39:07 PDT 2009	STORED	SFOPTX	3DYX828	CA	1FALP62U9RA	FORD	TAURUS	SLVR	1994	4D	37A/669D	LT
090311103	Wed Mar 11 08:51:50 PDT 2009	RELEASED	SFPDX	6T41028	CA		FORD		GOLD		PU	FEE/12500A	LT
090311103	Wed Mar 11 09:50:54 PDT 2009	RELEASED	SFOPTX	3KUK854	CA	KNJLT08H156	FORD		RED		4D	500/500E	ST
090311104	Wed Mar 11 10:29:16 PDT 2009	RELEASED	SFOPTX	5X88060	CA	1FMRU18W0W	FORD	EXPEDITIC	WHIT		4D	500/500E	ST
090311104	Wed Mar 11 10:39:27 PDT 2009	STORED	SFOPTX	3EXU938	CA	1FALP62W8R	FORD		GREEN		2D	500/500E	ST
090311007	Wed Mar 11 12:06:00 PDT 2009	RELEASED	SFOPTX	4JMP615	CA	1FAPP562XYG	FORD	TAURUS	SLVR		4D	YEL/388.1	ST
090311105	Wed Mar 11 11:47:23 PDT 2009	STORED	SFOPTX				FORD		WHIT		TK	37A/669D	LT
090311106	Wed Mar 11 12:53:24 PDT 2009	STORED	SFPDX	4V04026	CA		FORD		WHIT		PU	SCOF/651.1	LT
090311010	Wed Mar 11 13:46:00 PDT 2009	RELEASED	SFOPTX	9NH4507	CA	1ZVFT80N3551	FORD		RED		2D	YEL/388.1	ST
090311010	Wed Mar 11 14:01:00 PDT 2009	RELEASED	SFOPTX	6AKA865	CA	1FMFU16L83L	FORD		GRAY		SU	YEL/388.1	ST
090311011	Wed Mar 11 15:14:00 PDT 2009	RELEASED	SFOPTX	NO PLATE	-	1FMYU03116K	FORD		GREEN		SU	TA/32A.1	ST
090311107	Wed Mar 11 16:07:20 PDT 2009	RELEASED	SFOPTX	8PTG408	CA	1FAHP34NX6W	FORD	FOCUS	WHIT		4D	600/600E	ST
090311014	Wed Mar 11 16:15:00 PDT 2009	RELEASED	SFOPTX	8FOS128	CA	1FAHP35N59W	FORD	FOCUS	RED		4D	TA/32A.1	ST
090311107	Wed Mar 11 15:48:24 PDT 2009	STORED	SFPDX	5286466	CA		FORD		BLUE	1999	PU	FEE/14601	LT
090311010	Wed Mar 11 16:10:00 PDT 2009	RELEASED	SFOPTX	6P20457	CA	7811	FORD		RED		PU	TA/32A.2	ST

20 vehicles found

Alerts Journal SF

Done Internet 100%

The ADS search screen shown above is used to search for vehicles by a variety of search criteria that include the following:

- Tow ID Number (referred as the DR # in both ADS and DTS)
- Tow Date
- Reason
- Make
- Model
- Color
- Year
- License State and Number
- Vehicle Identification Number ("VIN")

Once a vehicle is located using the ADS search screen, clicking on the desired vehicle's row in the search results opens the Call Snapshot window that provides all the essential information about the vehicle and its status. This web-based "snapshot" of the vehicle information can be customized to contain the exact information required by the City for immediate access. An example of the Call Snapshot is provided on the next page, including a scanned image of the tow authorization document used by the San Francisco Police Department.

Call Snapshot Including Scanned Image of Tow Authorization

http://ww2.dtsdispatch.net/?call_no=0000000300095&contractor_code=AUTO&cust_code=SFPDX....

CALL INFORMATION

San Francisco AutoReturn

Impound Date: 03/22/2008
Call #: 0000000300095
Account: SFPDX
Reason: FEE/12500A
Status: RELEASED

Report Date: 03-29-2008

Year:	Make: HOND	Model:	Body: 4D	Color: GOLD
VIN:	License: CA 5HHF626	Stolen: N	Citations: N	Citation Fees: S

DR Number: 0803221103	District:	Beat:	Equipment: Reg
Storage In: 03/22/2008 23:58:00	Storage Out: 03/24/2008 09:32:00	Driver: NTS	Truck: AR
Lot / Section: AUTO - ST - 1 - 450 7th Street	Tag #:	Tracking #:	
Incident Location: 1825 MISSION, 14TH /15TH ST, San Francisco, CA			

Officer:	Unit:	Received At
Officer ID:	Investigative: N	CALL TAKEN: 03/22/2008 22:30:00
On Hold: N	Hold Until:	DISPATCHED: 03/22/2008 22:30:00
Hold Type: STOP		ACCEPTED: 03/22/2008 22:30:00
Hold Notes:		ON SITE: 03/22/2008 22:43:00
Removed By: 1046	Removed On: 03/24/2008	COMPLETED: 03/22/2008 23:58:00
Lien Type:	Lien Fee:	
Start Lien:	Clear Lien:	
Sold On:	Sale Price:	

Storage Fees: 141.75	Program Fees: 0.00	Service Fees: 238.75	Excess Due:
-----------------------------	---------------------------	-----------------------------	--------------------

Invoice Date: 03/24/2008	Invoice Amt: 380.50	Invoice#: 398076
Paid Date: 03/24/2008	Paid Amt: 380.50	Release To: ALICIA CARMONA

Call Notes:
 2008-03-29 20:14 : SFPD Released required. Can be obtained from SFPD at 850 Bryant Street, Room 154. Hours are Mon. - Fri. 8AM to 3PM and Wed. until 3PM. Required fee is \$194.

Garage Copy

5HHF626 3002 89 HONDA 03/22/08 2222

MODEL: Accord BODY TYPE: 4D COLOR: GOLD REASON FOR TOW: 12500 CITATION NO: 004818160 CASE NO: 080304703

COMPLAINANT NAME: SFPD MARKED - STA: 22221600

TOWED FROM (STREET): 1825 MISSION TOWED TO (NAME AND ADDRESS): AUTO RETURN TOW NO: TOW OPERATOR: T.C. LIC. NO:

VISIBLE PROPERTY (VEHICLE, INCLUDING CONTENTS OF CONTAINERS): NO PROPERTY

0803221103

EDITION: 11/01/01 STAR: 00

ISSUED FOR: STOP

VEHICLE: ☐ FRONT ☐ REAR ☐ SIDE ☐ OTHER ☐ OTHER

VEHICLES: ☐ FRONT ☐ REAR ☐ SIDE ☐ OTHER ☐ OTHER

3908-04

Vehicle Owner Access to Towed Vehicle Information

AutoReturn has a fully functional website that allows vehicle owners to search for vehicles, find vehicle status information and instructions for obtaining the release of a vehicle. A working version of this website (www.autoreturn.com) is already in place for the AutoReturn's San Francisco operations. For The City, this website will allow customers to process payment by credit or debit cards on-line, providing vehicle owners with full self-service capabilities.

The AutoReturn website can be easily integrated with the City's website in a variety of ways. The simplest would be for a redirect link to be added to the City's website that routes users that would like to search for vehicles within the AutoReturn inventory to the AutoReturn website. Alternatively, the search capabilities could be imbedded inside the City's website through the use of secure web services. At no charge, AutoReturn can provide the City simple web service request capabilities (SOAP, REST, XML, etc.) that would allow vehicle searching capabilities to be provided from within the City's website without re-directing users to the external AutoReturn website. The same capabilities could be supported for vehicle searching, finding vehicle status information and instructions for obtaining the release of a vehicle.

The vehicle search page (www.autoreturn.com/find/index.php) is illustrated on the following page and provides customers a variety of ways to search for vehicles using any of the following criteria:

- Vehicle license number and state code
- Vehicle identification number ("VIN")
- Vehicle Make
- Vehicle Model
- Vehicle Year
- Vehicle Color
- Tow Date

AutoReturn Public Website – Vehicle Search Screen

The screenshot shows a web browser window titled "Find your vehicle - Windows Internet Explorer". The address bar displays "http://www.autoreturn.com/find/index.php#". The page features the AutoReturn logo and a large white arrow pointing downwards. The main content area is titled "Bummer." and contains a paragraph about the difficulty of getting a car back. Below this is a "Quick online service" section with a form for selecting location, license plate, state, VIN, make, model, year, color, and tow date. A "Find" button is present, along with a link for "Basic search". On the right side, there is a "Feedback?" section with links for "Claims", "Feedback", and "FAQ".

Find your vehicle - Windows Internet Explorer

File Edit View Favorites Tools Help

http://www.autoreturn.com/find/index.php#

Find your vehicle

AutoReturn

About us
Find your vehicle
Vehicle sales
FAQ
Contact us

Bummer.
Let's face it. No one likes to be towed.
At AutoReturn, we work hard to make getting your car back fast and hassle-free.
So the worst part of your day is over, and you can get back on the road as quickly as possible.

Quick online service
Select your location:
San Francisco
License plate:
Select State
Vin:
Select Make
Model
Year
Color
Tow Date

Find Basic search

Feedback?
Have feedback to give us? Need to file a claim? Want to learn more about AutoReturn? We welcome hearing from you.
[Claims](#)
[Feedback](#)
[FAQ](#)

Internet 100%

7. REPORTS AND INFORMATION MONITORING

One of AutoReturn's strongest beliefs is in the power of "information when you need it, how you need it, and where you need it." This section provides the details of how the required information is made accessible to all of the stakeholders for AutoReturn's business operations:

- City officials who require access to a wide array of information
- AutoReturn employees who are ultimately responsible for the accuracy of the information
- Towing subcontractor owners, managers, and tow truck operators
- Customers who need assistance with the retrieval of their vehicles
- Auction buyers and other vehicle disposal partners

ARIES has been designed from the ground up to meet the differing needs of each of these separate groups. Most simply stated, the fundamental objective of AutoReturn's ARIES technology infrastructure is to provide a platform for the following:

- Capturing and managing all of the essential operational data for the company's towing, impound management, customer service, and disposal operations.
- Delivering this information in real-time to all key stakeholders who play a role in the operational processes – this is the focus of this section

The system provides essential information to the individuals that require it in the following ways:

- **Traditional Reports** – ARIES provides a robust collection of real-time reporting capabilities that ensure the absolute "transparency" of AutoReturn's operations. In San Francisco alone, AutoReturn generates and delivers electronically over 30 reports on a daily, weekly, monthly, or quarterly basis. AutoReturn is confident that nearly all of the City's reporting requirements can be met through existing reports, with minimal customization required. Any specific reports that are unique to the City can be developed quickly, leveraging existing reports.

All standard ARIES reports can be run on an ad hoc basis or automated schedule (daily, weekly, monthly, quarterly etc.) and are available in a variety of electronic formats (MS Excel, Adobe PDF, CSV, etc.). All reports can be delivered to the City and other City officials via FTP file sharing websites (FTP over SSL), secure web pages (HTTPS), email (including secure email), or automated fax.

- **Proactive Monitoring Tools** – AutoReturn's systems continuously record more information than can be consumed by the most information savvy users. When the essential elements of this information are made accessible in a user-friendly format, AutoReturn managers and supervisors become empowered to proactively manage the business to ensure that all of the targeted service levels of both City officials and customers are met consistently.
- **Automated Alerts and Notifications** – Many problems can be identified as soon as they occur if the systems that are used to manage the affected process area are designed to monitor for important exceptions and threshold conditions. AutoReturn continuously looks for opportunities to take any issue that could repeat itself, to not only resolve the isolated instance of the problem, but to also configure new business rules into the relevant ARIES applications to monitor for the condition and alert the appropriate person should the condition occur in the future.
- **Publicly Available Information** – From its inception, AutoReturn has subscribed to the belief that the more "transparent" our operations become, the more confident the company can be that its operations are meeting or exceeding the expectations of both our municipal customers and the

public at large. AutoReturn provides the public with numerous tools for accessing information from our self-service phone systems and public website.

Traditional Reports: Available "On-Demand" and "Via Automated Scheduling"

AutoReturn provides extensive reports across all aspects of its operations. The City will have direct visibility and insight into each functional area with both summarized and detailed reporting. Reports include:

- Tow request, dispatch and response time management
- Towing volumes by category
- Inventory management
- Vehicle release
- Vehicle disposal

The following pages provide a sampling of the standard AutoReturn reports. Additionally, AutoReturn has provided additional examples in Appendix K: AutoReturn Sample Reports.

Traditional Reports: Tow Reporting

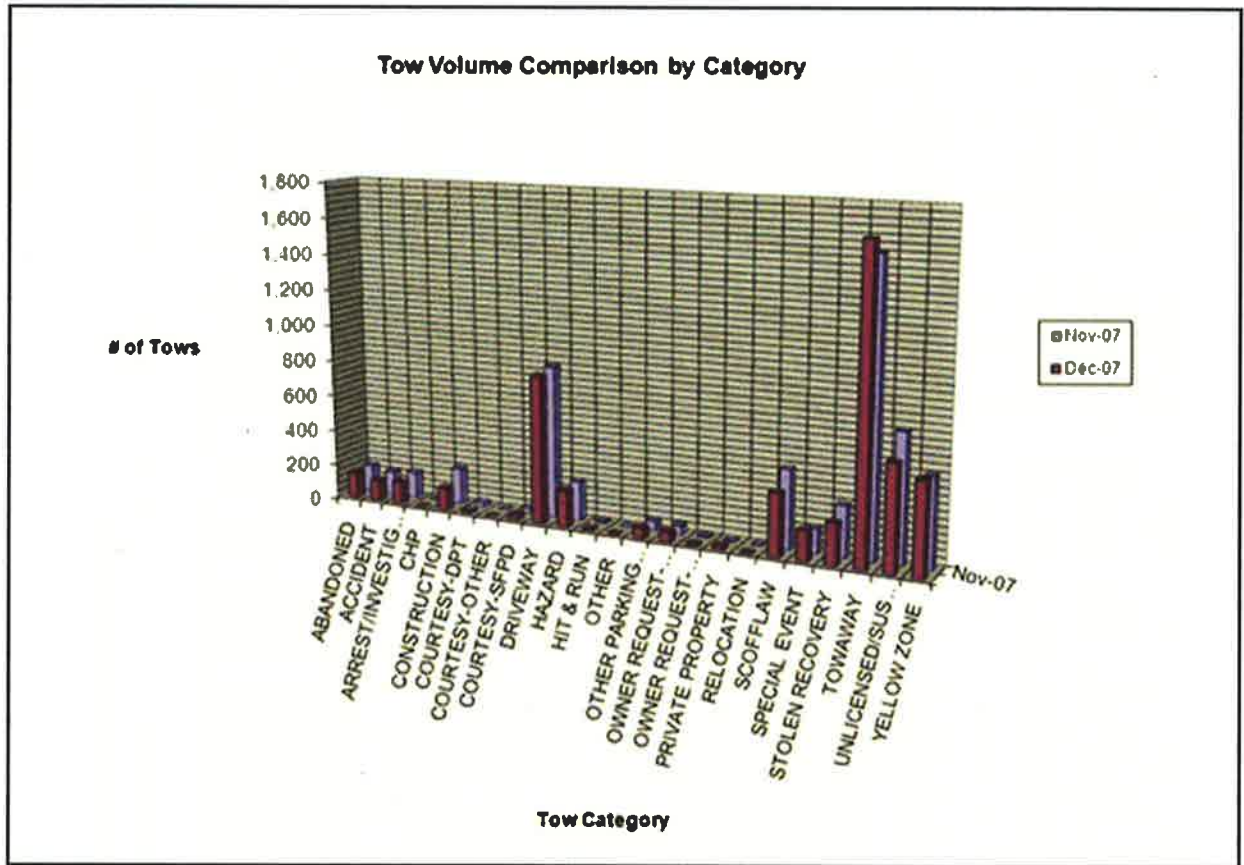
ARIES supports a variety of towing information reporting capabilities. The "Towing Activity Report" includes information about all tows, including all relevant tow details. The monthly report can be generated as a detailed report itemizing each individual tow or a summary report that provides the quantities of vehicles towed by towing subcontractor, geographic zone, requesting precinct, and / or tow category groups. The report is provided as a real-time, user-friendly report that can be run at any time for any given periods.

Additionally, the "Towing Activity Report" data is maintained in the AutoReturn Data Warehouse, allowing an unlimited generation of ad hoc reports. The custom reports can be developed to meet specific requirements provided by the City and the generation and electronic distribution of the report can be set up as a periodic, automated process. The following two images provide an example of a towing information summary report by towing category presented as both a table and a graph. The third image is a sample detail report.

AutoReturn Towing Activity Report – Tow Volume by Category – Summary View

AutoReturn - Monthly Operational Summary													
Tow Summary by Category													
Category	Jan-2007	Feb-2007	Mar-2007	Apr-2007	May-2007	Jun-2007	Jul-2007	Aug-2007	Sep-2007	Oct-2007	Nov-2007	Dec-2007	Total
ABANDONED	185	149	210	153	204	209	179	208	213	164	152	144	2,170
ACCIDENT	84	93	107	111	109	103	98	123	100	129	131	119	1,305
ARREST/INVESTIGATION/MOVING VIOLATION	147	148	144	143	139	129	153	134	159	131	144	125	1,697
CHP	0	0	0	0	0	0	0	0	0	0	0	0	0
CONSTRUCTION	170	129	199	176	183	196	286	234	230	203	199	127	2,330
COURTESY-DPT	21	27	35	25	25	19	19	30	21	25	24	14	287
COURTESY-OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0
COURTESY-SFPD	21	10	20	25	24	32	34	32	22	27	28	30	296
DRIVEWAY	798	707	777	602	618	684	707	765	839	921	837	618	9,139
HAZARD	177	195	239	182	191	250	197	207	290	210	216	204	2,545
HIT & RUN	16	21	9	16	13	11	13	13	10	11	12	12	154
OTHER	1	3	4	0	2	0	4	0	0	0	0	1	15
OTHER PARKING VIOLATIONS	60	55	80	60	45	52	45	41	25	61	53	54	632
OWNER REQUEST-TOW	57	54	68	57	45	55	48	60	43	35	45	54	622
OWNER REQUEST-SERVICE	17	19	21	11	18	14	21	19	14	12	11	10	187
PRIVATE PROPERTY	41	23	25	17	28	16	29	12	30	11	4	20	295
RELOCATION	5	2	7	7	2	9	4	1	1	3	2	5	48
SCOFFLAW	545	442	557	463	543	508	533	484	446	489	435	342	5,773
SPECIAL EVENT	83	113	119	166	400	409	243	82	167	404	134	165	2,485
STOLEN RECOVERY	291	260	267	193	188	225	304	358	285	327	274	225	3,200
TOWAWAY	1,616	1,604	1,812	1,729	1,790	1,827	1,835	2,098	1,603	1,807	1,559	1,646	21,157
UNLICENSED/SUSPENDED LICENSE	694	626	737	598	666	577	527	647	605	589	660	568	7,534
YELLOW ZONE	612	629	636	610	624	505	439	542	452	503	490	499	6,422
Grand Total	5,841	5,201	6,075	5,378	5,980	5,841	5,714	6,079	5,598	6,063	5,423	5,181	68,254

AutoReturn Towing Activity Report – Tow Volume by Category – Graphical View



AutoReturn Towing Activity Report - Detail

Date Range: 01/01/2023 to 01/01/2023

Tooling Activity Report

Report Date: 01/11/2023

Order #	Part #	Part Name	QTY	Unit Price	Total Price
1000001	1000001	1000001	1	1000001	1000001
1000002	1000002	1000002	1	1000002	1000002
1000003	1000003	1000003	1	1000003	1000003
1000004	1000004	1000004	1	1000004	1000004
1000005	1000005	1000005	1	1000005	1000005
1000006	1000006	1000006	1	1000006	1000006
1000007	1000007	1000007	1	1000007	1000007
1000008	1000008	1000008	1	1000008	1000008
1000009	1000009	1000009	1	1000009	1000009
1000010	1000010	1000010	1	1000010	1000010
1000011	1000011	1000011	1	1000011	1000011
1000012	1000012	1000012	1	1000012	1000012
1000013	1000013	1000013	1	1000013	1000013
1000014	1000014	1000014	1	1000014	1000014
1000015	1000015	1000015	1	1000015	1000015
1000016	1000016	1000016	1	1000016	1000016
1000017	1000017	1000017	1	1000017	1000017
1000018	1000018	1000018	1	1000018	1000018
1000019	1000019	1000019	1	1000019	1000019
1000020	1000020	1000020	1	1000020	1000020
1000021	1000021	1000021	1	1000021	1000021
1000022	1000022	1000022	1	1000022	1000022
1000023	1000023	1000023	1	1000023	1000023
1000024	1000024	1000024	1	1000024	1000024
1000025	1000025	1000025	1	1000025	1000025
1000026	1000026	1000026	1	1000026	1000026
1000027	1000027	1000027	1	1000027	1000027
1000028	1000028	1000028	1	1000028	1000028
1000029	1000029	1000029	1	1000029	1000029
1000030	1000030	1000030	1	1000030	1000030
1000031	1000031	1000031	1	1000031	1000031
1000032	1000032	1000032	1	1000032	1000032
1000033	1000033	1000033	1	1000033	1000033
1000034	1000034	1000034	1	1000034	1000034
1000035	1000035	1000035	1	1000035	1000035
1000036	1000036	1000036	1	1000036	1000036
1000037	1000037	1000037	1	1000037	1000037
1000038	1000038	1000038	1	1000038	1000038
1000039	1000039	1000039	1	1000039	1000039
1000040	1000040	1000040	1	1000040	1000040
1000041	1000041	1000041	1	1000041	1000041
1000042	1000042	1000042	1	1000042	1000042
1000043	1000043	1000043	1	1000043	1000043
1000044	1000044	1000044	1	1000044	1000044
1000045	1000045	1000045	1	1000045	1000045
1000046	1000046	1000046	1	1000046	1000046
1000047	1000047	1000047	1	1000047	1000047
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1000050	1000050	1000050	1	1000050	1000050
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1000074	1000074	1000074	1	1000074	1000074
1000075	1000075	1000075	1	1000075	1000075
1000076	1000076	1000076	1	1000076	1000076
1000077	1000077	1000077	1	1000077	1000077
1000078	1000078	1000078	1	1000078	1000078
1000079	1000079	1000079	1	1000079	1000079
1000080	1000080	1000080	1	1000080	1000080
1000081	1000081	1000081	1	1000081	1000081
1000082	1000082	1000082	1	1000082	1000082
1000083	1000083	1000083	1	1000083	1000083
1000084	1000084	1000084	1	1000084	1000084
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1000099	1000099	1000099	1	1000099	1000099
1000100	1000100	1000100	1	1000100	1000100
1000101	1000101	1000101	1	1000101	1000101
1000102	1000102	1000102	1	1000102	1000102
1000103	1000103	1000103	1	1000103	1000103
1000104	1000104	1000104	1	1000104	1000104
1000105	1000105	1000105	1	1000105	1000105
1000106	1000106	1000106	1	1000106	1000106
1000107	1000107	1000107	1	1000107	1000107
1000108	1000108	1000108	1	1000108	1000108
1000109	1000109	1000109	1	1000109	1000109
1000110	1000110	1000110	1	1000110	1000110
1000111	1000111	1000111	1	1000111	1000111
1000112	1000112	1000112	1	1000112	1000112
1000113	1000113	1000113	1	1000113	1000113
1000114	1000114	1000114	1	1000114	1000114
1000115	1000115	1000115	1	1000115	1000115
1000116	1000116	1000116	1	1000116	1000116
1000117	1000117	1000117	1	1000117	1000117
1000118	1000118	1000118	1	1000118	1000118
1000119	1000119	1000119	1	1000119	1000119
1000120	1000120	1000120	1	1000120	1000120
1000121	1000121	1000121	1	1000121	1000121
1000122	1000122	1000122	1	1000122	1000122
1000123	1000123	1000123	1	1000123	1000123
1000124	1000124	1000124	1	1000124	1000124
1000125	1000125	1000125	1	1000125	1000125
1000126	1000126	1000126	1	1000126	1000126
1000127	1000127	1000127	1	1000127	1000127
1000128	1000128	1000128	1	1000128	1000128
1000129	1000129	1000129	1	1000129	1000129
1000130	1000130	1000130	1	1000130	1000130
1000131	1000131	1000131	1	1000131	1000131
1000132	1000132	1000132	1	1000132	1000132
1000133	1000133	1000133	1	1000133	1000133
1000134	1000134	1000134	1	1000134	1000134
1000135	1000135	1000135	1	1000135	1000135
1000136	1000136	1000136	1	1000136	1000136
1000137	1000137	1000137	1	1000137	1000137
1000138	1000138	1000138	1	1000138	1000138
1000139	1000139	1000139	1	1000139	1000139
1000140	1000140	1000140	1	1000140	1000140
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1000142	1000142	1000142	1	1000142	1000142
1000143	1000143	1000143	1	1000143	1000143
1000144	1000144	1000144	1	1000144	1000144
1000145	1000145	1000145	1	1000145	1000145
1000146	1000146	1000146	1	1000146	1000146
1000147	1000147	1000147	1	1000147	1000147
1000148	1000148	1000148	1	1000148	1000148
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1000150	1000150	1000150	1	1000150	1000150
1000151	1000151	1000151	1	1000151	1000151
1000152	1000152	1000152	1	1000152	1000152
1000153	1000153	1000153	1	1000153	1000153
1000154	1000154	1000154	1	1000154	1000154
1000155	1000155	1000155	1	1000155	1000155
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1000158	1000158	1000158	1	1000158	1000158
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1000160	1000160	1000160	1	1000160	1000160
1000161	1000161	1000161	1	1000161	1000161
1000162	1000162	1000162	1	1000162	1000162
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1000166	1000166	1000166	1	1000166	1000166
1000167	1000167	1000167	1	1000167	1000167
1000168	1000168	1000168	1	1000168	1000168
1000169	1000169	1000169	1	1000169	1000169
1000170	1000170	1000170	1	1000170	1000170
1000171	1000171	1000171	1	1000171	1000171
1000172	1000172	1000172	1	1000172	1000172
1000173	1000173	1000173	1	1000173	1000173
1000174	1000174	1000174	1	1000174	

Traditional Reports: Inventory Management

ARIES provides real-time inventory management through user-friendly reporting capabilities. The reports provide a “snapshot” of all vehicles held in storage for all the lot locations, for a single lot, or a subset of lots. The reporting provides summary information regarding the number of vehicles held in storage as well as a detailed listing of each vehicle. The following image provides an example of how a user can execute the Summary report within DTS. It is followed by sample output of the “Storage Report – Summary” and “Storage Report – Detail,” both in MS Excel format.

Storage Report – Execution

Storage Report – Summary Results

AutoReturn Vehicle Storage Summary

December 31, 2007

Facility	Jan-2007	Feb-2007	Mar-2007	Apr-2007	May-2007	Jun-2007	Jul-2007	Aug-2007	Sep-2007	Oct-2007	Nov-2007	Dec-2007
415 7th	45	58	62	49	51	72	48	39	42	56	47	55
450 7th	95	71	153	165	156	135	149	137	198	130	131	114
CSI	50	63	67	54	56	77	53	44	47	61	52	60
Pier 70	1693	1592	1740	1645	1595	1547	1585	1563	1662	1492	1560	1557
Atlas	2	0	0	0	1	0	0	0	1	0	0	0
Total	1,885	1,784	2,022	1,913	1,859	1,831	1,734	1,783	1,861	1,739	1,691	1,786

Storage Report – Detailed Results

Storage Report

San Francisco AutoReturn

Date Range : 03/22/2004 To: 12/31/2007

Report Date: 01/02/2008

No	Call No	DR #	Customer	Make	Model	Year	Color	License	VIN	Lot/Section	Call Status	Date In
75	0000000279593	712100151	SFDPTX	AUDI			BLOK	AGRANT	WAUED54B6YND13611	ST	RELEASED	12/10/2007
76	0000000282965	712280045	SFDPTX	CHEV			ORNG	8G46611		ST	STORED	12/28/2007
77	0000000283214	712291006	SFPDK	BMW			RED	3DDG670	WBAHD6312PB384657	ST	STORED	12/29/2007
78	0000000283362	712301040	SFDPTX	DATS	280ZX		BLU	NO PLATE	HS130196944	ST	STORED	12/30/2007
79	0000000283390	712301067	SFDPTX	HYUN			GREY	5BHF983	KMHCF35C23L245911	ST	STORED	12/30/2007
80	0000000283413	712311008	SFPDK	CHEV	CAMARO		WHT	2TQH254	1G1FP23T7ML115957	ST	STORED	12/31/2007
81	0000000283460	712311047	SFDPTX	YAMA			GRAY	17H2209	LPRSA20A94A402409	ST	STORED	12/31/2007
82	0000000283461	712311052	SFDPTX	FORD	FOCUS		BLOK	NG235	1FAFP33P31W377734	ST	STORED	12/31/2007
83	0000000283477	712311072	SFDPTX	BMW			GRAY	4ZYNA43	WBADE43462GE10510	ST	STORED	12/31/2007
84	0000000283486	712311078	SFDPTX	FORD	TAURUS		GREY	5PZG551	1FAFP33U8XG266634	ST	STORED	12/31/2007
85	0000000283501	712311088	SFDPTX	TOYO	4 RUNNER		BLOK	4KKL845	JT3GM84R0Y0059141	ST	STORED	12/31/2007
86	0000000283503	712311096	SFDPTX	NISS			GRAY	3L24123	3211	ST	STORED	12/31/2007
87	0000000283524	712311117	SFDPTX	CADI	STS		GREY	4UW528	1G6KY54971L200975	ST	STORED	12/31/2007
88	0000000139898	602040006	SFPDK	BUIC	LESABRE	1992	MARO	2ZOF138	1G4HR53L9N498019	ST CS	STORED	2/14/2006
89	0000000171466	607130055	SFPDK	DODG	DURANGO		SLVR	NO PLATE	1B4HS28N4YP157755	ST CS	STORED	7/13/2006
90	0000000177975	608130077	SFPDK	FORD			GRAY	7M49096		ST CS	RELEASED	8/13/2006
91	0000000180973	608280007	SFPDK	FORD			BLOK	51114		ST CS	STORED	8/28/2006
92	0000000188152	609300038	SFPDK	FORD	CROWN VICT		RED	7X59209	2FAFP74W64X180644	ST CS	RELEASED	9/30/2006
93	0000000197742	611111086	SFPDK	FORD	F150		WHT	7D58994	1FTRX17WZ3NA71321	ST CS	RELEASED	11/12/2006
94	0000000203513	612111014	SFPDK	SATU			GREY	1UAK240		ST CS	RELEASED	12/11/2006
95	0000000229853	704161105	SFPDK	HOND	CIVIC	1991	RED	2XGA162	JHME08540M5037260	ST CS	LIEN SOLD	4/16/2007
96	0000000236484	705191013	SFPDK	FORD	CROWN VICT	1998	MULT	1005850		ST CS	STORED	5/19/2007
97	0000000255988	708201036	SFPDK	HOND	ACCORD	1992	BLUE	4RDV088	JHMCB7678NC040495	ST CS	RELEASED	8/20/2007
98	0000000271701	711011014	SFPDK	MTS	MRAGE		SLVR	4LZ4119	7174	ST CS	RELEASED	11/1/2007
99	0000000274650	711141088	SFPDK	FORD		2001	WHT	6Z10445	1FDNE45R81HB77023	ST CS	RELEASED	11/14/2007
100	0000000279689	712101116	SFPDK	BUIC	CENTURY		GRAY	NO PLATE	3G4AL54NSM5605651	ST CS	STORED	12/10/2007
101	0000000279741	712111013	SFPDK	SATU			TAN	3H0X925	4395	ST CS	STORED	12/11/2007
102	0000000281218	712171098	SFPDK	CADI	EL DORADO		GREY	3XMX925	1197	ST CS	STORED	12/17/2007
103	0000000282288	712221066	SFPDK	HOND	ACCORD		SLVR	2HJY330	9144	ST CS	STORED	12/23/2007
104	0000000282402	712241034	SFPDK	CHEV			WHT	989FX0		ST CS	STORED	12/24/2007
105	0000000282414	712251003	SFPDK	NISS	SENTRA		SLVR	4W1TA59	270	ST CS	STORED	12/25/2007
106	0000000282427	712251014	SFPDK	DODG			WHT	NO PLATE	2P4GH253XPR154135	ST CS	STORED	12/25/2007
107	0000000282809	712271029	SFPDK	BMW			BLOK	5HWN826		ST CS	STORED	12/27/2007
108	0000000283408	712311005	SFPDK	BMW			GRAY	5NPH866	2246	ST CS	STORED	12/31/2007
109	0000000283409	712311004	SFPDK	ACUR	INTEGRA		WHT	45VR409	69	ST CS	STORED	12/31/2007
110	0000000283443	712311038	SFPDK	PONT	GRANDPRX		GREY	6B5Y186	2154	ST CS	STORED	12/31/2007
111	0000000283481	712311066	SFPDK	MAZD	626		SLVR	2PFA258		ST CS	STORED	12/31/2007
112	0000000283482	712311071	SFPDK	HOND	ACCORD		GREY	3AJD630	JHMCB7652NC041821	ST CS	STORED	12/31/2007
113	0000000283516	712311106	SFPDK	MTS	GALLANT		BLU	2ZJ8014	JA3CR46V0M2041001	ST CS	STORED	12/31/2007
114	0000000122048	511040132	SFDPTX	VOLK			BLOK	4LDY585	5904	ST450	RELEASED	11/14/2005

Invoicing

As with the towing activity and inventory management information, ARIES provides automated, real-time reports to extract billing invoice and payment information from the system. This data can be used to feed financial reporting and accounting activities outside of the system. All of the report data can be extracted in variety of electronic formats (Microsoft Excel spreadsheet, Adobe PDF file, CSV file, and XML) that can be used as an electronic feed of information for downstream processes.

Two of the most useful reports are the "Sales Analysis Report" that provides detailed information on invoices organized by service price item "codes" for account summarization and the "Payments Received Report" that provides the detailed information for all payments processed within the system. The billing invoice and payment information is maintained in the Data Warehouse, which facilitates custom reporting and automated data extraction for integration with downstream financial reporting and accounting applications. Examples of these two reports are depicted on the following pages.

Sales Analysis Report

Date Range: 10/01/2007 To: 10/01/2007

Sales Analysis Report

Report Date: 01/20/2008

DR No	Customer	License	State	Invoice Date	Invoice	GL Code	Service Type	Quantity	Unit Price	Service Total	Tax
709061003	SFPDX	NO PLATE	-	10/1/2007	364284	ADMIN		1	70.5	70.50	0.00
709061003	SFPDX	NO PLATE	-	10/1/2007	364284	EXD by/fial		1	42.75	42.75	0.00
709061003	SFPDX	NO PLATE	-	10/1/2007	364284	TowP		1	168.25	168.25	0.00
709061003	SFPDX	NO PLATE	-	10/1/2007	364284	StoreP ang		26	50	1,291.75	0.00
709061003	SFPDX	NO PLATE	-	10/1/2007	364284	Waiter/duo		1	-1573.25	-1,573.25	0.00
709061074	SFPDX	16V4292	CA	10/1/2007	364259	StoreM ltyc		26	19.5	503.25	0.00
709061074	SFPDX	16V4292	CA	10/1/2007	364259	ADMIN		1	70.5	70.50	0.00
709061074	SFPDX	16V4292	CA	10/1/2007	364259	TowP		1	168.25	168.25	0.00
709061074	SFPDX	16V4292	CA	10/1/2007	364259	LF		1	50	50.00	0.00
709071117	SFPDX	5KFE991	CA	10/1/2007	364261	StoreP ang		25	50	1,241.75	0.00
709071117	SFPDX	5KFE991	CA	10/1/2007	364261	ADMIN		1	70.5	70.50	0.00
709071117	SFPDX	5KFE991	CA	10/1/2007	364261	TowP		1	168.25	168.25	0.00
709071117	SFPDX	5KFE991	CA	10/1/2007	364261	LF		1	50	50.00	0.00
709151006	SFPDX	JAUNTY1	NV	10/1/2007	364381	StoreP ang		14	50	691.75	0.00
709151006	SFPDX	JAUNTY1	NV	10/1/2007	364381	ADMIN		1	70.5	70.50	0.00
709151006	SFPDX	JAUNTY1	NV	10/1/2007	364381	TowP		1	168.25	168.25	0.00
709151006	SFPDX	JAUNTY1	NV	10/1/2007	364381	StoreP ang		0	50	0.00	0.00
709151006	SFPDX	JAUNTY1	NV	10/1/2007	364381	Transferfe		1	23.5	23.50	0.00
709151006	SFPDX	JAUNTY1	NV	10/1/2007	364381	StoreP ang		3	50	150.00	0.00
709151006	SFPDX	JAUNTY1	NV	10/1/2007	364381	Waiter/duo		1	-1104	-1,104.00	0.00
709151006	SFPDX	JAUNTY1	NV	10/1/2007	364402	StoreP ang		5	50	241.75	0.00
709241031	SFPDX	1HZZ038	CA	10/1/2007	364402	ADMIN		1	70.5	70.50	0.00
709241031	SFPDX	1HZZ038	CA	10/1/2007	364402	TowP		1	168.25	168.25	0.00
709241031	SFPDX	1HZZ038	CA	10/1/2007	364402	Transferfe		1	23.5	23.50	0.00
709241031	SFPDX	1HZZ038	CA	10/1/2007	364402	StoreP ang		3	50	150.00	0.00
709241031	SFPDX	1HZZ038	CA	10/1/2007	364386	StoreP ang		8	50	391.75	0.00
709241104	SFPDX	5ZDV020	CA	10/1/2007	364386	ADMIN		1	70.5	70.50	0.00
709241104	SFPDX	5ZDV020	CA	10/1/2007	364386	TowP		1	168.25	168.25	0.00
709241104	SFPDX	5ZDV020	CA	10/1/2007	364386	LF		1	50	50.00	0.00
709251031	SFPDX	5NCC220	CA	10/1/2007	364282	StoreP ang		7	50	341.75	0.00
709251031	SFPDX	5NCC220	CA	10/1/2007	364282	ADMIN		1	70.5	70.50	0.00
709251031	SFPDX	5NCC220	CA	10/1/2007	364282	TowP		1	168.25	168.25	0.00
709251025	SFPDX	4VWV765	CA	10/1/2007	364391	StoreP ang		7	50	341.75	0.00

Payments Received Report

Report Date: 01/20/2008

Payment Received Report

Date Range: 10/01/2007 To 10/01/2007

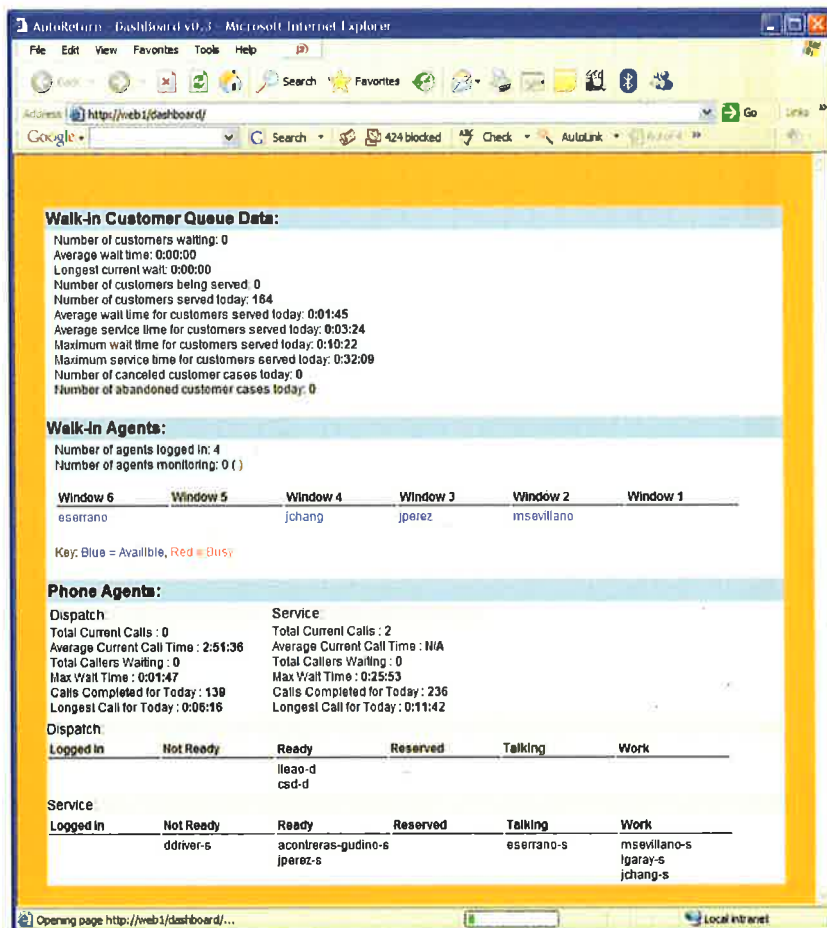
DR No	Customer	License	State	Received By	Driver	Payment Date	Ticket No	Invoice	Chk/CC No	Payment Type	Invoice Amount	Payment Received
709301109	SFPDPTX	6W76733	CA	acarter	CTS	10/1/2007		364257		Credit Card	238.75	238.75
709301053	SFPDPTX	3M1WJ451	CA	acarter	GET	10/1/2007		364258		Credit Card	280.50	280.50
709061074	SFPDPTX	16V4292	CA	acarter	SLT	10/1/2007		364259	16038	Check	792.00	792.00
709301111	SFPDPTX	5M2S153	CA	acarter	BAT	10/1/2007		364260		Cash	280.50	280.50
709071117	SFPDPTX	5KFE991	CA	lgaray	PTS	10/1/2007		364261	163427	Check	1,530.50	1,530.50
710010025	SFPDPTX	5VHW309	CA	thomas	GGT	10/1/2007		364262		Credit Card	281.50	281.50
710010040	SFPDPTX	5ZTN712	CA	aandrade	GET	10/1/2007		364263		Credit Card	238.75	238.75
710010046	SFPDPTX	5YGY844	CA	thomas	BES	10/1/2007		364264		Credit Card	281.50	281.50
709290037	SFPDPTX	4EMT996	CA	aandrade	GGT	10/1/2007		364265		Credit Card	380.50	380.50
709301078	SFPDPTX	4VLU948	CA	aandrade	PTS	10/1/2007		364266	123	Check	280.50	280.50
710010033	SFPDPTX	5YBL545	CA	thomas	GET	10/1/2007		364267		Credit Card	238.75	238.75
709301112	SFPDPTX	5SYF042	CA	vcaslanon	SLT	10/1/2007		364268	1018	Check	280.50	280.50
710010035	SFPDPTX	8K28062	CA	vcaslanon	AST	10/1/2007		364270		Credit Card	281.50	281.50
710010028	SFPDPTX	6B29866	CA	thomas	GET	10/1/2007		364271		Credit Card	238.75	238.75
710010043	SFPDPTX	164UES	NV	vcaslanon	BBT	10/1/2007		364273		Credit Card	281.50	281.50
710010027	SFPDPTX	5YBA170	CA	thomas	BES	10/1/2007		364274		Credit Card	265.25	265.25
709291096	SFPDPTX	4PXN445	CA	vcaslanon	GGT	10/1/2007		364275		Credit Card	380.50	380.50
710010056	SFPDPTX	6ABA455	CA	aandrade	LOM	10/1/2007		364276		Credit Card	238.75	238.75
709290125	SFPDPTX	5WJU412	CA	thomas	GET	10/1/2007		364277		Credit Card	380.50	380.50
710010057	SFPDPTX	4KNP748	CA	aandrade	BES	10/1/2007		364278		Credit Card	238.75	238.75
709301123	SFPDPTX	5AJH158	CA	vcaslanon	NTS	10/1/2007		364279		Credit Card	280.50	280.50
709301025	SFPDPTX	EBL3442	OH	aandrade	PTS	10/1/2007		364280	2202	Check	373.25	373.25
710010026	SFPDPTX	6AWN124	CA	alugo	GET	10/1/2007		364281		Credit Card	238.75	238.75
709251031	SFPDPTX	5NCC220	CA	vcaslanon	NTS	10/1/2007		364282	7913448	Check	580.50	580.50
709281020	SFPDPTX	4BNH182	CA	vcaslanon	BES	10/1/2007		364283		Credit Card	430.50	430.50
709251068	SFPDPTX	6AHL087	CA	thomas	LOM	10/1/2007		364285	1076	Check	580.50	580.50
709300017	SFPDPTX	5DHJ178	CA	aandrade	NTS	10/1/2007		364286		Credit Card	330.50	330.50
709301091	SFPDPTX	3RCJ516	CA	alugo	LOM	10/1/2007		364287		Credit Card	280.50	280.50
710010044	SFPDPTX	5ZGU909	CA	aandrade	BES	10/1/2007		364289		Cash	238.75	238.75
710010031	SFPDPTX	5VDZ574	CA	thomas	AST	10/1/2007		364290		Credit Card	238.75	238.75
709251009	SFPDPTX	7NS6457	CA	alugo	CTS	10/1/2007		364291		Credit Card	200.00	200.00
709281047	SFPDPTX	2E86747	CA	alugo	SLT	10/1/2007		364293		Credit Card	430.50	430.50
710010045	SFPDPTX	4NIR806	CA	thomas	NTS	10/1/2007		364294		Cash	238.75	238.75

Proactive Monitoring Tools: Ensuring Required Service Levels

AutoReturn seeks to arm its employees with the tools that allow them to proactively be successful in meeting required service levels and performance targets. AutoReturn has developed a variety of tools that collectively enable the company to meet its performance goals and the expectations of its municipal customers. These tools include:

- Integrated “Dashboard” for monitoring (*see screen image below*):
 - Walk-in service times
 - Call Center response times
 - Tow response times
- Real-time statistics on service metrics
- Automated alerts when service levels approach critical thresholds
- Detailed reporting of historical service metrics
 - Used to optimize head count
 - Utilized to schedule resources based on real business needs

AutoReturn Dashboard: Proactive Service Level Management



Automated Alerts and Notifications: Resolving Problems in Real-Time

All of the crucial reporting information across the ARIES applications components is maintained in a centralized Data Warehouse that is refreshed twice daily to keep the information up-to-date at all times. Automated processes are configured to search AutoReturn's Data Warehouse for specific data scenarios that trigger notifications in the form of electronic reports or email notifications as desired by the City. As an example taken from other municipalities, this capability can completely automate notification to the Chief of Police (or designee) providing information about vehicles that have been in storage in excess of 30 days. AutoReturn can work with City officials to identify various types of useful notifications of interest to the City and then configure the necessary business rules and notification methods.

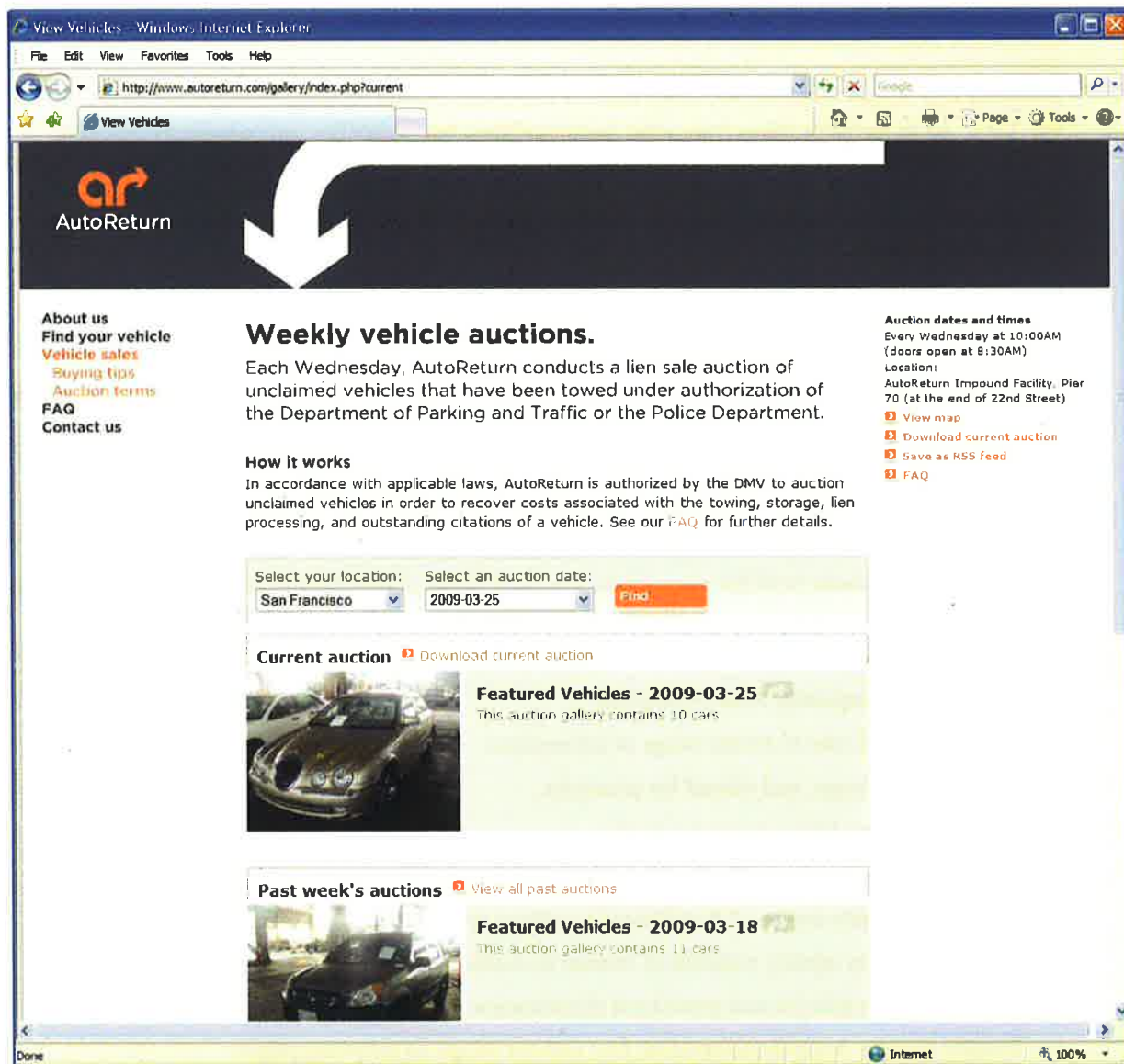
Publicly Available Information: Phone and Web Self-Service

AutoReturn offers easy to use, self-service options to customers through both its automated phone system and its public website. Customers are able to use either system to easily search for information related to their vehicle and find clear instructions on how to obtain the release of their vehicle. Both systems offer vehicle owners in The City the option of processing self-service payments over the phone or through the Internet. This option can speed the process of vehicle retrieval. Customers can also request that the vehicle be towed back to another location through AutoReturn's "Tow Back" service.

The AutoReturn website provides easy access to a wide range of helpful information that demonstrates AutoReturn's commitment the open sharing of information:

- On-line maps and directions to AutoReturn facilities
- Answers to "Frequently Asked Questions"
- Resources and Links to a wide range of information:
 - Towing, storage, and related fee schedules
 - On-line complaint submission forms
 - On-line claim submission forms
 - Downloadable copies of AutoReturn's contract with the City
 - Links to City agency websites of interest to customers
 - AutoReturn policies and procedural documentation
- Weekly Vehicle Auction Information (*see website image on following page*):
 - Vehicle list for upcoming auctions
 - Auctions results for prior auctions
 - Photos of featured vehicles for upcoming auctions
 - Auction rules, terms, and conditions

AutoReturn Website – Vehicle Sales Information



8. INTEGRATING ARIES WITH GOVERNMENTAL SYSTEMS

To make joint processes between AutoReturn and the City more efficient, AutoReturn can work with City IT staff to integrate ARIES with a variety of City systems, such as computer aided dispatch ("CAD") systems, citation management systems, 311 websites and call centers, etc. While AutoReturn can deploy its core ARIES applications on computer workstations within the City as web based applications requiring nothing more than an Internet browser, the City may find it more useful to utilize its own systems for selected transactions, such as creating new tow requests. AutoReturn can work with the City's internal information technology ("IT") resources to scope out the requirements for, design, and develop secure methods of integrating ARIES with one of more City systems.

Integration Philosophy and Proven Experience

This section provides background on the AutoReturn approach to law enforcement agency integrations. It outlines our philosophy, our high-level technical approach and our typical project plan. The specific integration approaches were initially developed by AutoReturn's software partner, DTS, for two law enforcement agency system integrations that are in place today for San Diego Police Department and the Orange County Sheriff's Department.

The ARIES and DTS architectures were designed with integrations in mind and these types of integrations can be a vital part of the solution for municipal customers such as the City. As stated above, DTS has successfully implemented these types of integrations in law enforcement agency environments. Both AutoReturn and DTS recognize that security issues dictate the overall technical approach and design of integrations with law enforcement agency systems. The proposed approach is to remain flexible so that an integration scheme can be designed that satisfies all security concerns and has a limited impact on security policies and agency resources.

Technical Approach

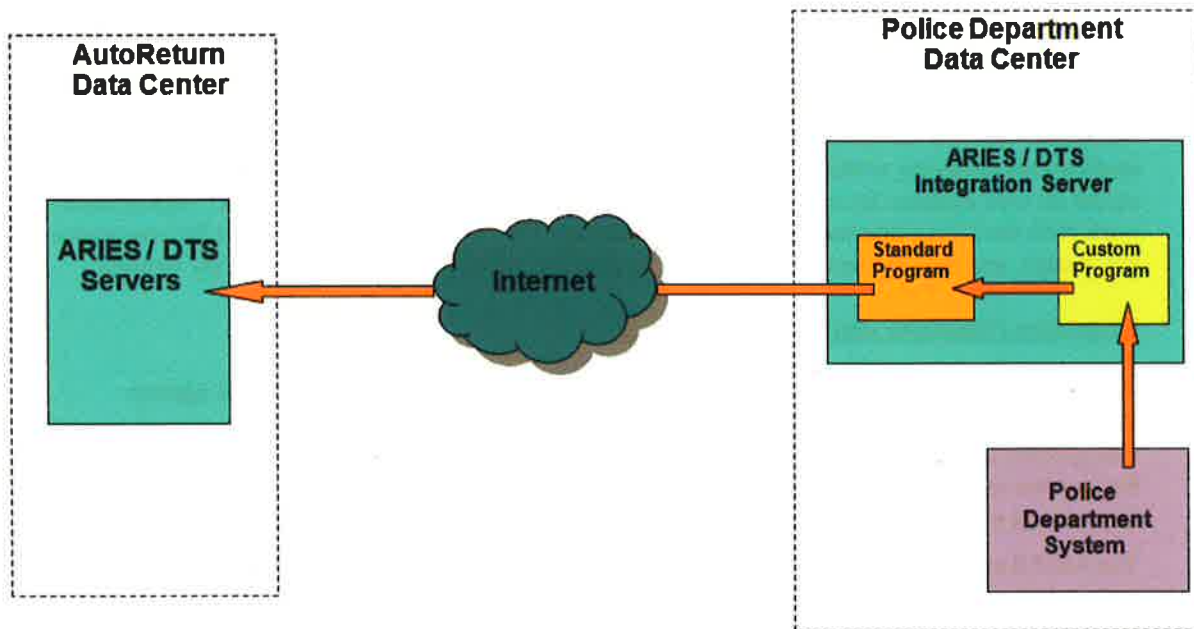
The typical approach is to place an integration server on site at the agency. This stand-alone device serves as a relay station transmitting data between the ARIES application servers and the on-site law enforcement systems (the target system). The integration server is loaded with two programs and nothing else that could compromise the security of the integration solution. One program interacts with the ARIES data center via XML over HTTPS (or other preferred file format and protocol). The other program is developed specially for the agency in accordance with the agency guidelines and methodologies and interacts with the targeted agency system. The agency's IT resources maintain complete control over the integration server and the custom program at all times. After the integration effort is completed, AutoReturn system administrators have no access to the integration server.

Project Approach

DTS approaches Integration projects using a methodical project plan designed to eliminate risk and tread lightly on agency resources. Our typical project plan has the following steps:

- Planning
- Detail design
- Coding and complete testing (includes unit, integration, and acceptance testing)
- Installation and configuration
- System testing
- "Go live" sign off and post "go live" follow-up meetings
- Support and monitoring

High-Level Integration Technical Approach



Additional servers, firewalls, replication servers and connectivity paradigms may be added based on the specific security and operational needs of the City.

ARIES will inter-operate with virtually any protocol or methodology. AutoReturn's goal is to work out a technical approach and select a transmission methodology that will best suit the situation based on security and operational requirements. Below is a partial list of some of the file formats that can be accommodated:

- XML
- Flat ASCII files
- CSV
- Microsoft Excel spreadsheets

These file formats can be supported over the following transmission protocols:

- HTTP / HTTPS
- FTP / SFTP
- SMTP
- SOAP / REST
- ODBC
- TCP / IP
- SSH
- RS-232

APPENDIX K: AUTORETURN SAMPLE REPORTS

The ARIES system provides a robust collection of real-time reporting capabilities that ensure the absolute “transparency” of AutoReturn’s operations. In San Francisco alone, AutoReturn generates and delivers electronically over 30 reports on a daily, weekly, monthly, or quarterly basis. AutoReturn is confident that nearly all of the Chicago reporting requirements can be met through existing reports, with minimal customization required. Any specific reports that are unique to the City can be developed quickly, leveraging existing reports.

AutoReturn’s reporting capabilities are discussed in Section VI.A.i – Auto Pound Hardware and Software. Below is a set of sample reports, including:

- Towing Activity Report
- Vehicle Storage Summary Report
- Tow Response Summary Report
- Walk in Service Report
- Phone Service Report
- Vehicle Hold Summary Report
- Weekly Management Report to Department of Transportation
- Lien Status Report
- Tow Sub Contractor Quarterly Performance Audit Report
- Master Claims Log Report
- Monthly Tow Summary Report
- Sales Analysis Report
- Payment Received Report

Towing Activity Report AUTO

Date Range: 12/31/2008 To: 12/31/2008

No.	Call No	OR #	Customer	Call Date	Call Time	Driver	Reason	Equipment	Make	Model	Color	Body	License	State	VIN	Status	Address	City	State	Initial Lot	Released Date
1	0000000358755	812311000	SFPDX	12/31/2008	0:06:00	PTS	FEE/14601	Reg	HOND	ACCORD	RED	4D	6E0B1	CA	8HTY530259826204	LIEN SOLD	2198 OAKDALE	San Francisco	CA	LT	2/18/2009
2	0000000358757	812311001	SFPDX	12/31/2008	0:19:00	BAT	FEE/12500A	Reg	CAD	CAD	BLK	SU	4V6A96	CA	0DZY240W965A115978	RELEASED	3336 18TH STREET	San Francisco	CA	LT	12/31/2008
3	0000000358758	812311003	SFPDX	12/31/2008	12:15:00	BAT	22655.5	Reg	CHEV	IMPALA	BLK	4D	8M3D08	CA	7MR9X0690N518706	RELEASED	1212 EDDY	San Francisco	CA	ST	1/7/2009
4	0000000358759	812311004	SFPDX	12/31/2008	3:48:00	GGT	FEE/ARR	Reg-Daily	HOND	CRV	SLVR	4D	ONTLNB	CA	2J0R054N62S716160	RELEASED	768 VALLEJO	San Francisco	CA	ST	1/14/2009
5	0000000358760	812311005	SFPDX	12/31/2008	4:25:00	SLT	FEE/ARR	Reg-Daily	FORD	AEROSTAR	WHIT	1VAN	6B4AJ6	CA	010GPT18816E320398	LIEN SOLD	1252 PALOU	San Francisco	CA	LT	2/11/2009
6	0000000358761	812311006	SFPDX	12/31/2008	5:33:00	GET	500/500E	Reg-Daily	SUBA		RED	STW	0S8BA0	CA	3P2XS21U0805576031	RELEASED	1507 FUNSTON	San Francisco	CA	ST	12/31/2008
7	0000000358762	812311007	SFPDX	12/31/2008	6:37:00	GET	FEE/12500A	Reg	BMW	325	SLVR	4D	3C9A11	CA	8N5HDB7V54L824587	RELEASED	900 BOSWORTH	San Francisco	CA	LT	1/6/2009
8	0000000358763	812311008	SFPDX	12/31/2008	7:13:00	BES	TA/32A.2	Reg-Daily	BMW		BLK	4D	6ZDSW1	CA	3P7MA53J55712005	RELEASED	1452 BUSH ST	San Francisco	CA	ST	12/31/2008
9	0000000358764	812311010	SFPDX	12/31/2008	7:14:00	SLT	TA/32A.2	Reg-Daily	HOND		GOLD	SU	8T2EB7	CA	0W7IK65D34W823831	RELEASED	739 OFARRELL	San Francisco	CA	ST	12/31/2008
10	0000000358765	812311011	SFPDX	12/31/2008	7:20:00	BBT	TA/32A.2	Reg-Daily	DODG	DAKOTA	GOLD	PU	7E9YC1	CA	4D3QC84A65N516167	RELEASED	690 OFARRELL	San Francisco	CA	ST	12/31/2008
11	0000000358766	812311009	SFPDX	12/31/2008	7:11:00	NTS	FEE/14601	Reg	HOND	CIVIC	SLVR	4D	6DTAG6	CA	1C3WJ14L12L047516	RELEASED	501 TOLAND	San Francisco	CA	ST	12/31/2008
12	0000000358767	812311010	SFPDX	12/31/2008	7:25:00	BBT	TA/32A.2	Reg-Daily	CHEV	EXPRESS	RED	1VAN	018M00	CA	4T1LGL48C56F136785	RELEASED	535 OFARRELL	San Francisco	CA	ST	12/31/2008
13	0000000358768	812311014	SFPDX	12/31/2008	7:20:00	BAT	TA/32A.2	Reg-Daily	SUBA	OUTBACK	BLK	4D	7Y8N02	CA	1R1OD14084U675547	RELEASED	3965 18TH ST	San Francisco	CA	ST	12/31/2008
14	0000000358769	812311015	SFPDX	12/31/2008	7:29:00	NTS	SCOF651.1	Reg	HOND	ACCORD	BLK	4D	7T8R76	CA	148B921582173424	LIEN SOLD	1002 SOUTH VAN NESS	San Francisco	CA	ST	2/18/2009
15	0000000358770	812311016	SFPDX	12/31/2008	7:30:00	SLT	TA/32A.1	Reg-Daily	LEXU		GRAY	4D	2W1VF6	CA	1V4JTB1K10M215004	RELEASED	370 OFARRELL	San Francisco	CA	ST	12/31/2008
16	0000000358771	812311008	SFPDX	12/31/2008	7:02:00	GET	FEE/12500A	Reg	HOND		GOLD	4D	7G1A54	CA	8HTQH15G17G066884	RELEASED	3875 19TH AVE	San Francisco	CA	LT	12/31/2008
17	0000000358772	812311018	SFPDX	12/31/2008	7:26:00	CTS	TA/32A.2	Reg	HOND	CIVIC	SLVR	4D	6T3Y54	CA	2H2LE46C58V514071	RELEASED	720 MASONIC	San Francisco	CA	ST	12/31/2008
18	0000000358773	812311019	SFPDX	12/31/2008	7:31:00	BES	TA/32A.2	Reg	FORD		SLVR	SU	7W3N14	CA	4P5KE52N37S476632	RELEASED	1306 BUSH ST	San Francisco	CA	ST	12/31/2008
19	0000000358774	812311020	SFPDX	12/31/2008	7:37:00	BES	TA/32A.2	Reg-Daily	VOLV	S60	SLVR	4D	2F1PK0	CA	7K4UG10W88K642775	RELEASED	104 BUSH ST	San Francisco	CA	ST	12/31/2008
20	0000000358775	812311010	SFPDX	12/31/2008	7:36:00	BLU	YEL/388.1	Reg-Daily	ACUR		BLK	2D	7X4PV0	CA	1M1YG57N14M301432	RELEASED	3178 17TH ST	San Francisco	CA	LT	1/2/2009
21	0000000358776	812311022	SFPDX	12/31/2008	7:45:00	AST	TA/32A.2	Reg	TOYO	SCION AX	RED	4D	2N7C2Z	CA	4J5UE68X14D644448	RELEASED	1023 GEARY	San Francisco	CA	ST	12/31/2008
22	0000000358777	812311023	SFPDX	12/31/2008	7:50:00	PTS	TA/32A.2	Reg	TOYO	COROLLA	GREEN	4D	4Y6T16	CA	1H2DR32S081580574	RELEASED	1212 OAK ST	San Francisco	CA	ST	12/31/2008
23	0000000358778	812311025	SFPDX	12/31/2008	7:48:00	BLU	YEL/33.3	Reg-Daily	SUBA	OUTBACK	BLU	STW	0EAF11	CA	6V3Y723K26J314847	RELEASED	328 MASON	San Francisco	CA	ST	12/31/2008
24	0000000358779	812311026	SFPDX	12/31/2008	7:52:00	SLT	TA/32A.1	Reg-Daily	FORD	F150	WHIT	PU	2M2RL1	CA	3CBHF13S541807514	RELEASED	500 POST	San Francisco	CA	ST	12/31/2008
25	0000000358780	812311027	SFPDX	12/31/2008	7:50:00	NTS	TA/32A.2	Reg-Daily	NISS	FRONTIER	SLVR	PU	8H8X00	CA	2K0F081070266181	RELEASED	1060 BUSH ST	San Francisco	CA	ST	12/31/2008
26	0000000358781	812311028	SFPDX	12/31/2008	7:40:00	GET	TA/32A.2	Reg-Daily	JEEP	CHEROKEE	TAN	4D	7F4W18	CA	4M0QRT2X14Q124588	RELEASED	520 MASONIC	San Francisco	CA	ST	12/31/2008
27	0000000358782	812311029	SFPDX	12/31/2008	7:55:00	NTS	TA/32A.2	Reg-Daily	VOLK	JETTA	RED	4D	7H4D14	CA	0J1Z440L07G807525	RELEASED	1060 BUSH ST	San Francisco	CA	ST	12/31/2008
28	0000000358783	812311030	SFPDX	12/31/2008	7:50:00	LOM	TA/32A.1	Reg-Daily	MAZD		SLVR	4D	6ASND5	CA	1W0CF81Y06H318317	RELEASED	637 BROADWAY	San Francisco	CA	ST	12/31/2008
29	0000000358784	812311031	SFPDX	12/31/2008	7:58:00	BES	TA/32A.2	Reg	TOYO	CAMRY	GOLD	4D	1L1GF3	CA	7N2ZA8608J722710	RELEASED	1030 BUSH ST	San Francisco	CA	ST	12/31/2008
30	0000000358785	812311033	SFPDX	12/31/2008	8:02:00	BLU	YEL/33.3	Reg	HYUN	ELANTRA	BLK	PU	7T5AK3	CA	1K1A02Q74Y596828	LIEN SOLD	2 LA GRANDE	San Francisco	CA	ST	2/11/2009
31	0000000358786	812311035	SFPDX	12/31/2008	7:49:00	BBT	500/500E	Reg-Daily	CHEV		BROWN	4D	5AGS88	AZ	5T5NKK30K719764825	RELEASED	603 LEAVENWORTH	San Francisco	CA	ST	12/31/2008
32	0000000358787	812311036	SFPDX	12/31/2008	7:59:00	BES	TA/32A.1	Reg-Daily	VOLK	GTI	GRAY	2D	6F6V94	CA	4H1QC6T7W7Q316288	RELEASED	800 BUSH ST	San Francisco	CA	ST	12/31/2008
33	0000000358788	812311038	SFPDX	12/31/2008	8:14:00	BLU	YEL/33.3	Reg	CHRY	SEBRING	GRAY	CONV	1T6ZT5	CA	7N8MM60D81K018223	RELEASED	108 TAYLOR	San Francisco	CA	ST	12/31/2008
34	0000000358789	812311039	SFPDX	12/31/2008	8:01:00	SLT	500/500E	Reg-Daily	ACUR	INTEGRA	BLK	2D	0Y0QY1	CA	1F6M138H110C23812	RELEASED	711 EDDY	San Francisco	CA	ST	12/31/2008
35	0000000358790	812311040	SFPDX	12/31/2008	8:10:00	AST	TA/32A.1	Reg	HOND	ODYSSEY	GREEN	4D	7M1PZ3	CA	4Q2TQ30U817259631	RELEASED	20 EMBARCADERO SOUTH	San Francisco	CA	ST	12/31/2008
36	0000000358791	812311041	SFPDX	12/31/2008	8:07:00	BES	500/500	Reg	OLDS	DELTA 88	GRAY	4D	811T20	CA	2W5R26K2K1U872565	LIEN SOLD	201 5TH ST	San Francisco	CA	ST	2/11/2009
37	0000000358792	812311042	SFPDX	12/31/2008	8:15:00	NTS	TA/32A.2	Reg-Daily	JEEP		GRAY	4D	6XTN5	CA	8Z6H120Z21L821307	RELEASED	788 BUSH ST	San Francisco	CA	ST	12/31/2008
38	0000000358793	812311043	SFPDX	12/31/2008	7:52:00	CTS	TA/32A.2	Reg	TOYO		BLUE	4D	1U5B48	CA	7G0UNT7L57V035078	LIEN SOLD	27 CEDAR	San Francisco	CA	LT	2/11/2009
39	0000000358794	812311044	SFPDX	12/31/2008	7:53:00	CTS	TA/32A.2	Reg	NISS	SENTRA	RED	4D	0ZAS05	CA	7W6CZ4W6K501760	LIEN SOLD	4097 19TH AVE	San Francisco	CA	LT	2/11/2009
40	0000000358795	812311045	SFPDX	12/31/2008	7:44:00	BBT	4462.5	Reg	FORD		BLK	PU	808Z74	CA	22ZWY52S21N018206	RELEASED	3121 SANTIAGO	San Francisco	CA	LT	1/5/2009
41	0000000358796	812311046	SFPDX	12/31/2008	8:28:00	BLU	YEL/388.1	Reg-Daily	JEEP	CHEROKEE	GOLD	4D	6A3RP4	CA	4X5SD12M81T044627	RELEASED	28 GRANT	San Francisco	CA	ST	12/31/2008
42	0000000358797	812311047	SFPDX	12/31/2008	8:40:00	BLU	YEL/33.3	Reg	DODG		SLVR	4D	7N3GF5	CA	1M4M05F43J086823	RELEASED	48 HAWTHORNE	San Francisco	CA	ST	12/31/2008
43	0000000358798	812311048	SFPDX	12/31/2008	8:26:00	NTS	SCOF651.1	Reg-Daily	SUBA		BLK	4D	7N3GF5	CA	2A0AP83C36Q231981	RELEASED	523 LARKIN	San Francisco	CA	ST	1/3/2009
44	0000000358799	812311049	SFPDX	12/31/2008	8:32:00	NTS	500/500E	Reg	NISS	DIAMANTE	SLVR	4D	6Y1UJ1	CA	3K8DZ23E81S835712	RELEASED	2356 VAN NESS	San Francisco	CA	LT	12/1/2009
45	0000000358800	812311050	SFPDX	12/31/2008	8:47:00	PTS	TA/32A.2	Reg-Daily	SUBA		GOLD	STW	2RTUJ7	CA	5T6R5ZD293054012	RELEASED	300 7TH ST	San Francisco	CA	ST	12/31/2008
46	0000000358801	812311051	SFPDX	12/31/2008	8:58:00	NTS	SCOF651.1	Reg	NISS		BLK	PU	7A1XW3	CA	3H4HS36G790832334	RELEASED	1287 CONNECTICUT	San Francisco	CA	ST	12/31/2008
47	0000000358802	812311052	SFPDX	12/31/2008	8:58:00	BLU	YEL/33.3	Reg	VOLK	JETTA	BLK	4D	6A0PZ5	CA	8T8VJ1J168628388	RELEASED	108 NEW MONTGOMERY	San Francisco	CA	ST	12/31/2008

AutoReturn

Proprietary and Confidential to AutoReturn

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AutoReturn Vehicle Storage Summary December 31, 2008

Facility	Mar-2007	Apr-2007	May-2007	Jun-2007	Jul-2007	Aug-2007	Sep-2007	Oct-2007	Nov-2007	Dec-2007	Jan-2008	Feb-2008	Mar-2008	Apr-2008	May-2008	Jun-2008	Jul-2008	Aug-2008	Sep-2008	Oct-2008	Nov-2008	Dec-2008
415 7th	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
450 7th	153	165	156	135	149	137	198	130	131	114	124	145	94	23	61	117	19	66	68	35	107	65
CSI	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pier 70	1740	1845	1595	1547	1585	1563	1662	1492	1560	1557	1549	1700	1757	1657	1737	1587	1482	1657	1579	1608	1785	1780
Alles	0	0	1	0	0	0	1	0	0	0	0	1	0	0	1	0	0	1	2	0	1	0
Total	1,893	1,810	1,752	1,682	1,734	1,700	1,861	1,622	1,691	1,571	1,673	1,846	1,851	1,680	1,799	1,704	1,501	1,724	1,649	1,643	1,893	1,845

Tow Response Summary

Start Date: 12/01/2008 00:00

End Date: 01/01/2009 00:00

Time Interval (days): 31

Peak?	On Time?	Results	
Peak	On Time	# of Tow Requests	689
		% of All Tows	99.7%
		Avg. Response (min)	12.78
		Avg. Late Interval (min)	<i>not applicable</i>
		# of Extension Requests	1
	Late	# of Tow Requests	2
		% of All Tows	0.3%
		Avg. Response (min)	41.11
		Avg. Late Interval (min)	6.11
		# of Extension Requests	0
	All Tows	# of Tow Requests	691
		Avg. Response (min)	12.86
		Avg. Late Interval (min)	6.11
		# of Extension Requests	1
Non-Peak	On Time	# of Tow Requests	2136
		% of All Tows	97.4%
		Avg. Response (min)	11.86
		Avg. Late Interval (min)	<i>not applicable</i>
		# of Extension Requests	12
	Late	# of Tow Requests	57
		% of All Tows	2.6%
		Avg. Response (min)	31.48
		Avg. Late Interval (min)	6.48
		# of Extension Requests	0
	All Tows	# of Tow Requests	2193
		Avg. Response (min)	12.37
		Avg. Late Interval (min)	6.48
		# of Extension Requests	12
All Tows	On Time	# of Tow Requests	2825
		% of All Tows	98.0%
		Avg. Response (min)	12.09
		Avg. Late Interval (min)	<i>not applicable</i>
		# of Extension Requests	13
	Late	# of Tow Requests	59
		% of All Tows	2.0%
		Avg. Response (min)	31.80
		Avg. Late Interval (min)	6.46
		# of Extension Requests	0
	All Tows	# of Tow Requests	2884
		Avg. Response (min)	12.49
		Avg. Late Interval (min)	6.46
		# of Extension Requests	13

AutoReturn

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Walk in Service Report

Start Time: 12/01/2008 00:00
End Time: 01/01/2009 00:00

NOTE: only good for up to 8000 lines of data - apx. one month

Area	Number	%
# of Customers Served	4572	
# of Customers Waiting > 10 mins	38	0.8%
Fine if...		>5%
# Abandoned	1	
# Cancelled	357	

Agent	Number Served	Avg Time
1	72	4.1
2	651	1.7
3	0	#DIV/0!
4	439	2.3
5	126	0.7
6	132	3.9
7	0	#DIV/0!
8	128	0.1
9	4	2.9
10	302	4.0
11	482	3.0
12	609	4.6
13	514	1.9
14	380	3.4
15	271	5.0
16	415	3.3
17	47	1.7
18	162	3.6
19	10	3.5
20	124	3.2
21	12	3.4
22	1	1.1

Phone Service Report

Start Time: 09/01/2008

End Time: 10/01/2008

NOTE: 20,000 calls only, about 1 month, use other template if more data needed

Actual Data per date range (must be <20,001)

14364

Item	Value	% of Total	Limit
Total non-abandoned calls	14115	98%	na
Dispatch calls	5536	39%	na
Dispatch answered >30 seconds	187	3.4%	5%
Dispatch answered >90 seconds	4	0.1%	0%
Total Service Calls	8579	61%	na
Peak Service Calls (New Definition)	7773	91%	na
Peak Service answered 3 to 10 minutes (New Definition)	78	1.4%	5%
Peak Service answered > 10 minutes (New Definition)	3	0.1%	0%
Non-Peak Service Calls (New Definition)	806	9%	na
Non-Peak Service answered 3 to 10 minutes (New Definition)	8	1.0%	na
Non-Peak Service answered > 10 minutes (New Definition)	3	0.4%	na
# of abandoned	249	1.7%	na
avg wait time for abandoned (sec)	23		na
Total calls (service, dispatch, abandoned)	14364		
Average wait time (seconds) for all calls	11		

Monday	2515	18%
Tuesday	2818	20%
Wednesday	2278	16%
Thursday	2165	15%
Friday	2122	15%
Saturday	1309	9%
Sunday	1157	8%

Agent	# service calls	avg length (min)
CSD1-s	219	4.7
CSD1-d	2	3.7
CSD2-s	808	3.5
CSD2-d	0	4.0
CSD3-s	384	4.0
CSD3-d	4	4.5
CSD4-s	368	2.9
CSD4-d	3	4.0
CSD5-s	73	3.4
CSD5-d	4	3.6
CSD6-s	210	3.9
CSD6-d	356	2.6
CSD7-s	8	4.0
CSD7-d	627	0.4
CSD8-s	1	3.7
CSD8-d	605	1.7
CSD9-s	1	2.8
CSD9-d	39	3.4
CSD10-s	7	3.3
CSD10-d	548	0.0
CSD11-s	0	5.3
CSD11-d	127	3.3
CSD12-s	1	4.9
CSD12-d	283	3.2

AutoReturn

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AutoReturn Vehicle Hold Summary

December 28, 2008

CATEGORY	TYPE	COUNT
ADMINISTRATIVE	EXP REG	45
ADMINISTRATIVE	LIEN EXCEP	4
ADMINISTRATIVE	PD-RLSE-RQ	0
ADMINISTRATIVE	STOP	591
ADMINISTRATIVE	TITLE VHCL	159
ADMINISTRATIVE	TR ADMIN	110
SUBTOTAL		909
DMV	DMV	1
DMV	OPPOSITION	26
SUBTOTAL		27
INVESTIGATIVE	ARSON	9
INVESTIGATIVE	AUTO	14
INVESTIGATIVE	BURGLARY	3
INVESTIGATIVE	CSI	1
INVESTIGATIVE	DOM	0
INVESTIGATIVE	FRAUD	1
INVESTIGATIVE	GANG	15
INVESTIGATIVE	GEN WORKS	10
INVESTIGATIVE	HIT - RUN	59
INVESTIGATIVE	HOMICIDE	151
INVESTIGATIVE	JUVENILE	0
INVESTIGATIVE	MSSNG PRSN	3
INVESTIGATIVE	NARCOTICS	2
INVESTIGATIVE	NIV	0
INVESTIGATIVE	NOID	26
INVESTIGATIVE	PRINTS	4
INVESTIGATIVE	ROBBERY	11
INVESTIGATIVE	SEX CRIMES	3
INVESTIGATIVE	SIV	1
INVESTIGATIVE	STOLEN	4
INVESTIGATIVE	UNKNOWN	3
INVESTIGATIVE	VIOLENT	0
INVESTIGATIVE	VICE	1
SUBTOTAL		321
AR MGMT	AR MGMT	11
UTID	UTID	8
SUBTOTAL		19
TOTAL		1,276

Week Ending	21-Sep-08	28-Sep-08	5-Oct-08	12-Oct-08	19-Oct-08	26-Oct-08	2-Nov-08	9-Nov-08	16-Nov-08	23-Nov-08	30-Nov-08	7-Dec-08	14-Dec-08	21-Dec-08	28-Dec-08
Tow Requests (all tow types)	1479	1361	1428	1410	1380	1337	1323	1263	1190	1312	1000	1354	1284	1311	1052
Vehicle Released and Lien Sales:															
Releases to Customers	1204	1199	1201	1223	1212	1159	1156	1076	1038	1135	826	1182	1152	1114	899
Auction Sales	118	86	86	95	121	107	120	92	105	113	97	136	87	122	93
Dismantling Shipments	82	71	52	59	51	13	37	7	48	46	5	35	32	51	30
Total Lien Sales / Dismantler Shipments	200	157	138	154	172	120	157	99	153	159	102	171	119	173	123
New Claims Opened:															
Damage Claims	19	19	22	32	19	21	20	33	12	16	10	22	19	15	13
Property Claims	15	15	19	26	14	17	11	26	9	10	8	20	11	15	10
Compensatory Claims	3	4	3	5	4	4	6	3	3	6	1	2	7	0	3
	1	0	0	1	1	0	3	4	0	0	1	0	1	0	0

AutoReturn
Lien Status Report
1/1/2009

Status	Lien Type	Statistic	Value	Units
LIEN STARTED	L1	Average of Tow to Start	6.33	days
		Average of Start to Clear	19.76	days
		Average of Clear to Current	8.13	days
		Count of DR No	51	count
	L2	Average of Tow to Start	6.72	days
		Average of Start to Clear	33.80	days
		Average of Clear to Current	9.73	days
		Count of DR No	615	count
	L3	Average of Tow to Start	6.14	days
		Average of Start to Clear	176.13	days
		Average of Clear to Current	2.00	days
		Count of DR No	258	count

OUT OF STATE LIENS	L1	Average of Tow to Start	9.00	days
		Average of Start to Clear	16.00	days
		Average of Clear to Current	15.00	days
		Count of DR No	2.00	count
	L2	Average of Tow to Start	6.58	days
		Average of Start to Clear	33.50	days
		Average of Clear to Current	27.80	days
		Count of DR No	14	count
	L3	Average of Tow to Start	6.65	days
		Average of Start to Clear	184.00	days
		Average of Clear to Current	2.00	days
		Count of DR No	33	count

AutoReturn
Lien Status Report
1/1/2009

Status	Lien Type	Statistic	Value	Units
NOT STARTED	L1	Average of Tow to Current	6.00	days
		Count of DR No	4	count
	L2	Average of Tow to Current	5.80	days
		Count of DR No	51	count
	L3	Average of Tow to Current	5.08	days
		Count of DR No	12	count

EXCEPTION COUNT	L1	Count	25	count
	L2	Count	92	count
	L3	Count	21	count
	Total	Count	138	count

MISSING LIEN TYPE		Average of Tow to Current	31.73	days
		Count	11	count

Categories of Vehicles Excluded from Statistical Analysis:	Count
1) Vehicle with Surrendered Titles (lien sale process does not apply)	172
2) SFPD Active Investigative Hold Vehicles (liens do not start until after hold release)	313
3) Lien Oppositions (lien sale process being contested)	25
4) AutoReturn Holds (vehicles not in the standard lien process due to special circumstances)	10
5) Vehicles DMV VLT Stop Holds (lien sale process on hold per the DMV)	1
6) UTID Vehicles (SFPD designated "unable to ID" vehicles - scheduled to be destroyed)	8
7) Pre-Contract Tows (vehicles not in above categories towed prior to July 31, 2005)	1
8) Vehicles impounded for less than 72 hours (liens cannot be started until after 72 hours)	63

NOTE: In the "Value" column, the text that appears as "#DIV/0!" or "#REF!" indicates that there are zero tow entries that fit into the category for the given row in the chart (for the current reporting cycle).

AutoReturn Tow Subcontractor Quarterly Performance Audit - Report #21

Note: Blanks represent categories not graded at this time

Thresholds for Gold, Silver Bronze:
These Numbers will change to
maintain a relative number in each
category

														<div> <div>Gold</div> <div>120</div> </div> <div> <div>Silver</div> <div>75</div> </div> <div> <div>Bronze</div> <div>0</div> </div>	
Weights	3.5	3.5	1	2.5	2	5.5	4.5	7	7	1.5					
Company	Driver Inspection	Truck Inspection	Drug Testing	Customer Service Training	Tow Truck Training	Response Time - On Time %	Productivity Index - Response and Total Time	Complaint Index	Damage Index	Spec. Equip. Avail.	Overall Score	Rank			
XXX	5	3		3		4.2	4.1	4	4		132.8	Gold			
XXX	5	4		3		0.1	0.4	3	3		83.0	Silver			
XXX	5	4		3		2.8	2.5	3	4		114.7	Silver			
XXX	3	2		3		2.9	0.6	5	1		85.1	Silver			
XXX	5	5		3		2.9	1.5	4	5		128.6	Gold			
XXX	5	5		3		1.2	1.4	2	1		76.5	Silver			
XXX	2	4		3		2.2	1.2	5	4		108.9	Silver			
XXX	3	4		3		3.6	2.9	4	3		113.9	Silver			
XXX	5	5		3		2.9	2.6	4	5		133.0	Gold			
XXX	4	2		3		0.1	0.6	1	3		59.6	Bronze			
XXX	4	4		3		2.4	2.8	5	2		110.2	Silver			
XXX	4	4		3		3.9	4.7	5	1		120.0	Silver			
XXX	4	5		3		1.2	2.1	1	2		76.0	Silver			



MASTER CLAIMS LOG

TOTAL CLAIMS	
DAMAGE	25
PROPERTY	2
COMPENSATORY	2
OPEN	29
PAID OUT	
DENIED	
ABANDONED	
AR WAITING PAYMENT	3
	9.56
	2.33

Total #		Total #		Total #		Total #		Open Claims Est.		Total #	
29		29		29		29		18104		2	
CLAIM NUMBER		STATUS		DATES		NATURE OF CLAIM		Estimated Value		COMMENTS	
DR. Number	Seq #	TYPE	STATUS	D.O.C.	Closed						
0712141036-	031	A	O	1/8/2008		Left rocker panel.				\$400 waiting for signature on release	
0801241032-	047	A	O	1/23/2008		Muffler damage.				\$300 Under Investigation.	
0802271075-	126	A	O	2/29/2008	3/31/2008	Oil pan damaged.				\$250 No further contact. Claim abandoned.	
0803100081-	155	A	O	3/10/2008		Scratch on the driver side rear bumper.				\$300 Under Investigation.	
0801191078-	163	A	O	3/13/2008		Dent in the rear bumper.				\$400 Under Investigation.	
0802080196-	167	A	O	3/14/2008		Oil pan damaged.				\$926 Under Investigation.	
0803140172-	168	A	O	3/14/2008		Front right bumper scratched; rear left bumper scratched; transmission difficulty.				\$700 Under Investigation.	
0803160094-	170	A	O	3/16/2008		Front left bumper scratched from front lights to under fog lights; left wheel well scratched.				\$500 Under Investigation.	
0803141041-	171	A	O	3/14/2008		Damage to the side and front.				\$700 Inspection letter mailed.	
0803140103-	172	A	O	3/14/2008		Bumper is out of place.				\$400 Under Investigation.	
0803140090-	173	A	O	3/14/2008		Brakes not working as before the tow.				\$800 Diagnostic letter sent.	
0711051030-	176	C	O	3/18/2008		Max fees for a lien 1 + \$200 for SFPD release + \$108 for tow back				\$2,800 Under Investigation.	
0803071028-	178	A	O	3/18/2008		Rear bumper and trunk door damaged.				\$700 Under Investigation.	
0802061078-	180	A	O	3/18/2008		Damage to low quarter panel and door.				\$900 Under Investigation.	
0803180119-	181	A	O	3/18/2008		Front bumper is loose and damaged.				\$500 Under Investigation.	
0803210031-	189	A	O	3/21/2008		Right front wheel curb damage and tire/rim damage. Vehicle small when turned on. Drive belt is out of alignment.				\$600 Under Investigation.	
0803211036-	190	A	O	3/21/2008		Scrapes and dings on the front bumper, front and rear spoiler, wiring behind rear bumper hanging loose.				\$900 Under Investigation.	
0803240084-	191	A	O	3/24/2008		Front bumper dented.				\$400 This is a rental car.	
0803241022-	192	A	O	3/24/2008		Rear of the Police car was damaged by the forklift.				\$500 Under Investigation.	
0803221075-	193	A	O	3/24/2008		Oil pan damage.				\$400 Under Investigation.	
0803191056-	195	A	O	3/20/2008		Dent on the trunk next to antenna.				\$300 Under Investigation.	
0803240191-	196	A	O	3/24/2008		Paint scratches on driver's rear quarter panel and passenger side front fender.				\$600 Inspection e-mail sent.	
0803250141-	198	A	O	3/25/2008		Driver side door panel scratched; lock button and front windshield cover.				\$500 Under Investigation.	
0802211079-	199	P	O	3/25/2008		Mounted speaker box with two 10" Jensen speakers missing.				\$1,000 Under Investigation.	
0803230031-	202	A	O	3/26/2008		Plastic protective cover under the front bumper is dragging.				\$300 Under Investigation.	
0803231010-	205	A	O	3/28/2008		Oil pan damaged.				\$300 BAT accepted responsibility.	
0802231068-	207	P	O	3/31/2008		Miscellaneous property missing.				\$1,000 Under Investigation.	
0803280188-	208	C	O	3/28/2008		Customer had to take taxi to go to the post office as his car was undrivable due to the disconnected linkage.				\$28 Under Investigation.	
0803302101-	209	A	O	3/31/2008		Steering wheel column lock broken; steering wheel bent in left direction.				\$600 Diagnostic e-mail sent.	

AutoReturn Monthly DPT Reporting - Monthly Tow Summary
December 2008

Category	Total	DPT	SFPD	PPI	PPI (storage only)	SFHA	OR	DEPT-PW	DEPT-PH	PGE	SFPUC	Referral	Non-referral
ABANDONED	127	112	15	0	0	0	0	0	0	0	0	127	-
ACCIDENT	106	0	106	0	0	0	0	0	0	0	0	106	-
ARREST/INVESTIGATION/MOVING VIOLATION	123	2	121	0	0	0	0	0	0	0	0	123	-
CHP	0	0	0	0	0	0	0	0	0	0	0	-	0
CONSTRUCTION	143	136	7	0	0	0	0	0	0	0	0	143	-
COURTESY-DPT	28	28	0	0	0	0	0	0	0	0	0	-	28
COURTESY-OTHER	0	0	0	0	0	0	0	0	0	0	0	-	0
COURTESY-SFPD	31	0	31	0	0	0	0	0	0	0	0	-	31
DRIVEWAY	744	720	24	0	0	0	0	0	0	0	0	744	-
HAZARD	163	136	27	0	0	0	0	0	0	0	0	163	-
HIT & RUN	15	0	15	0	0	0	0	0	0	0	0	15	-
OTHER	0	0	0	0	0	0	0	0	0	0	0	0	-
OTHER PARKING VIOLATIONS	107	91	16	0	0	0	0	0	0	0	0	107	-
OWNER REQUEST-TOW	47	0	0	0	0	2	45	0	0	0	0	-	47
OWNER REQUEST-SERVICE	9	0	0	0	0	0	9	0	0	0	0	-	9
PRIVATE PROPERTY	7	0	0	5	0	2	0	0	0	0	0	-	7
RELOCATION	8	0	0	0	0	0	0	5	0	0	0	-	8
SCOFFLAW	442	303	139	0	0	0	0	0	0	0	0	442	-
SPECIAL EVENT	98	78	20	0	0	0	0	0	0	0	0	98	-
STOLEN RECOVERY	228	3	225	0	0	0	0	0	0	0	0	228	-
TOWAWAY	1,907	1,905	2	0	0	0	0	0	0	0	0	1,907	-
UNLICENSED/SUSPENDED LICENSE	777	7	770	0	0	0	0	0	0	0	0	777	-
YELLOW ZONE	557	557	0	0	0	0	0	0	0	0	0	557	-
Grand Total	5,667	4,078	1,518	5	0	4	54	5	0	3	0	5,537	130

AutoReturn

Sales Analysis Report

San Francisco AutoReturn

Date Range: 12/01/2008 To: 12/31/2008

Report Date: 03/31/2009

No	Call No	DR No	Customer	License	State	Invoice Date	Invoice	Service Type	Quantity	Unit Price	Service Total	Tax
1	0000000279791	712111013	SFPDX	7AOX929	CA	12/12/2008	951572	ADMIN	1	70.50	70.50	0.00
2	0000000279791	712111013	SFPDX	7AOX929	CA	12/12/2008	951572	StorePsngr	297	51.50	13,937.75	0.00
3	0000000279791	712111013	SFPDX	7AOX929	CA	12/12/2008	951572	StorePsngr	101	51.50	5,201.50	0.00
9	0000000279791	712111013	SFPDX	7AOX929	CA	12/12/2008	951572	TowP	1	198.25	198.25	0.00
5	0000000279791	712111013	SFPDX	7AOX929	CA	12/12/2008	951572	TransferFe	1	23.50	23.50	0.00
9	0000000279791	712111013	SFPDX	7AOX929	CA	12/12/2008	951572	ExDilyFlat	1	92.75	92.75	0.00
7	0000000279791	712111013	SFPDX	7AOX929	CA	12/12/2008	951572	WaiverAuto	1	-18,999.25	-18,999.25	0.00
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12	0000000289759	801311118	SFPDX	7P5OD0	CA	12/29/2008	953853	ADMIN	1	70.50	70.50	0.00
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19	0000000289759	801311118	SFPDX	7P5OD0	CA	12/29/2008	953853	TowP	1	198.25	198.25	0.00
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Payment Received Report

San Francisco AutoReturn

Date Range: 12/01/2008 To: 12/31/2008

Report Date: 03/31/2009

No	Call No	DR No	Customer	License	State	Pymt Received By	Driver	Payment Date	Invoice	Chk/CC No	Payment Type	Invoice Amount	Payment Received
1	0000000283441	712310040	AR	4EXK648	CA	CSD1	N	12/1/2008	382177		Credit Card	691.31	255.70
2	0000000289001	801290125	AR	NO PLATE	-	CSD1	N	12/1/2008	387454	3016	Check	1,298.04	108.17
3	0000000321602	807030090	AR	5UUG368	CA	CSD1	N	12/15/2008	418863	271	Check	1,902.96	158.58
4	0000000328410	808050064	AR	1ALJ693	CA	CSD1	N	12/4/2008	425494	1408	Check	1,080.00	36.00
5	0000000336020	809090171	AR	5VZH883	CA	CSD1	N	12/3/2008	432826		Cash	116.28	10.00
6	0000000336020	809090171	AR	5VZH883	CA	CSD1	N	12/10/2008	432826		Cash		10.00
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9	0000000352822	812010019	SFDP TX	6391MA	CA	CSD2	SLT	12/1/2008	449058	11300	Check	287.75	287.75
10	0000000352642	811291033	SFDP DX	2Z1B561	CA	CSD2	BES	12/1/2008	449059		Credit Card	390.25	390.25
11	0000000352796	811301077	SFDP TX	7Y35033	CA	CSD2	BLU	12/1/2008	449059		Cash	287.25	287.25
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19	0000000352828	812010025	SFDP TX	6CMA106	CA	CSD2	NTS	12/1/2008	449067		Credit Card	287.75	287.75
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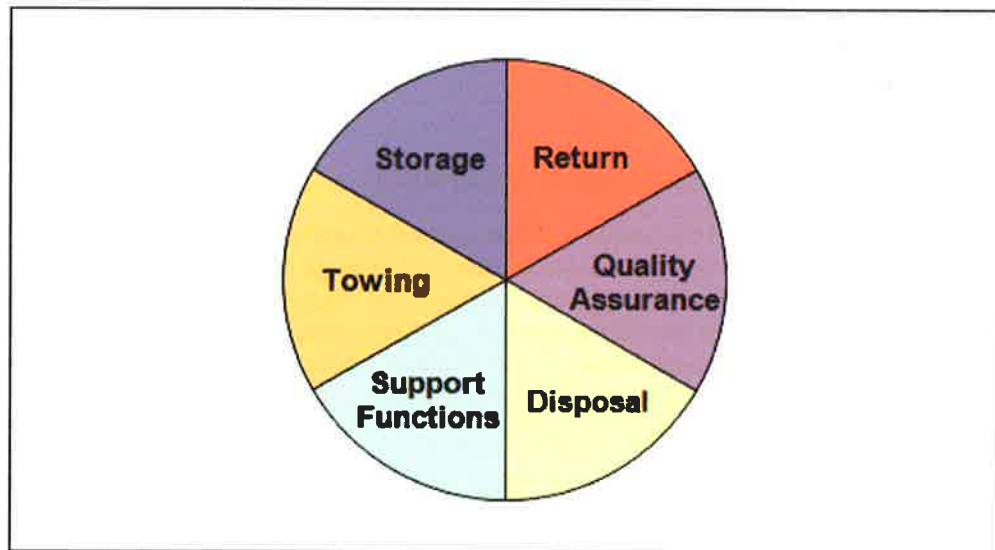
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APPENDIX L: AUTORETURN BUSINESS PROCESS OVERVIEW

This appendix has been created to demonstrate the understanding that AutoReturn has for the complexities of running the operations required by the Contract for the City of Chicago. Very simply, after a vehicle is towed and stored, it is either returned or it is disposed. At the highest level, this business can be broken down into the following six major categories:

AutoReturn – Operational Categories



- **Towing** includes call taking, electronic tow request, dispatch management, towing operations, towing subcontractor management, and administration of all required staff, processes, technologies and equipment.
- **Storage** includes management of various storage facilities, all intra-facility movement of vehicles, and administration of all required staff, processes, technologies, and equipment.
- **Return** or vehicle release processing, is the process whereby customers retrieve their vehicles, and includes administration of all required staff, processes, technologies, and equipment.
- **Quality Assurance** includes minimizing damage and lost/stolen property, managing claims from customers, identifying areas of improvement, maintaining a safe work environment, and administration of all required staff, processes, technologies, and equipment.
- **Disposal** includes the lien sale process, vehicle auctions, and removal of scrap vehicles and vehicles that do not sell at auction, and administration of all required staff, processes, technologies, and equipment.

▪ **Support Functions** include the following:

- Information Technology
- Reporting
- Finance and Administration
- Human Resources
- Facilities and Equipment
- Transition Planning

AutoReturn plans to support the specific needs of Chicago, which at a summary level are very similar to the six functional categories identified in the chart on the preceding page. The specific needs in each functional area will be supported by implementing various service offerings summarized in the following section.

AutoReturn Service Components and Capabilities Overview

AutoReturn has at its disposal the people with the experience and the infrastructure that includes the appropriate systems, policies and procedures to offer a wide range of services that effectively address the six major functional needs of this type of operation. The “AutoReturn Product and Service Menu” depicted on the following page provides a summary of these product offerings that are unmatched in the municipal towing management industry. These offerings have been developed based on experience and a proven history of implementing solid policies and procedures that are then supported by a well designed technology infrastructure.

AutoReturn Product and Service "Menu"

Comprehensive Technology Solution	<ul style="list-style-type: none"> • Tow Management System (TMS) – designed to address the unique needs of municipal towing, storage, retrieval & disposal • Automated Dispatch System (ADS): <ul style="list-style-type: none"> • Sends electronic tow requests from Police Department directly to tow truck operators • GPS enables "optimized" tow assignments using zone-based, rotational, or "closest to" algorithms
24 x 7 x 365 Dispatch Center	<ul style="list-style-type: none"> • Staffed to meet service levels at all times - 24 hours per day, 7 days per week, 365 days per year • Highly trained dispatch professionals - experienced and prepared with back-up procedures for "worst case scenarios," including power outages and severe weather • Cisco Systems VoIP Call Center System –capabilities include call routing, call queuing, interactive voice response capabilities, and performance reporting
Effective Tow Subcontractor Management	<ul style="list-style-type: none"> • Clear Performance Objectives enable towing subcontractors to achieve desired service standards • Guidance and coaching help poorly performing contractors improve performance problems • Proven Results - Our process turns inefficient local towers into world-class service providers
Real-Time Reporting	<ul style="list-style-type: none"> • We ensure operational transparency with daily, weekly, monthly, and quarterly reporting • Proactive management via proactive system alerts - before problems occur • Multiple reporting methods including on-demand and automated options
World-Class Customer Service	<ul style="list-style-type: none"> • Walk-in Service Centers with customer service professionals and self-service kiosks • Multiple payment methods, including credit cards, debit cards, check or cash • Easy access to vehicle information and services via phone, Internet, or service center • Dedicated Quality Assurance Team to minimize, mitigate and resolve all claims and complaints
Optimized Storage	<ul style="list-style-type: none"> • Segregated, restricted storage areas to protect evidence and investigative hold vehicles • Wireless Handheld Computers for inventory management and real-time vehicle check-in • Highly Secure Facilities with formidable perimeter fencing, 24 x 7 security guards, digital audio & video surveillance
Highly Transparent Disposal Process	<ul style="list-style-type: none"> • Strictly no conflicts of interest - we are not in the scrap or parts business • Maximum revenue for municipalities via our "high density" auction method • High transparency achieved through reporting and published auction results on website
Automated Letter Generation	<ul style="list-style-type: none"> • Built-in capability to generate and mail a variety of notices to registered vehicle owners • User-friendly management interface reduces the administrative burden of generating and mailing letters within tight time parameters

Proven Business Procedures

AutoReturn has developed proven business procedures for all the functions required for a successful towing management and logistics company for large municipalities on the same scale as Chicago. These detailed procedures were initially developed for the Company's San Francisco operations and have been continuously improved since the Company's start of operations in 2004.

Based on the information provided in the RFP and through AutoReturn's independent research into the local business practices of Chicago, AutoReturn has completed the first phase of adapting the Company's business processes for the unique requirements of Chicago. The business process workflow presented in the remainder of this appendix address a number of process flow threads that are triggered by specific events. Each of the detailed event-triggered, processes is discussed in the subsection that relates to the functional area.

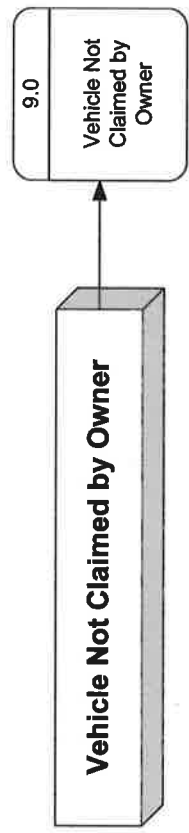
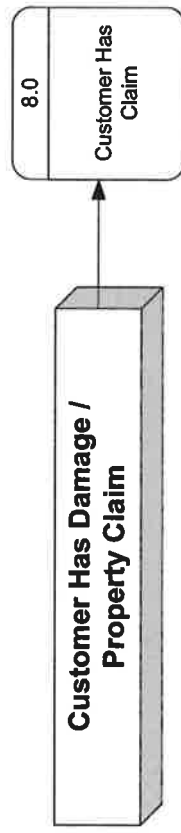
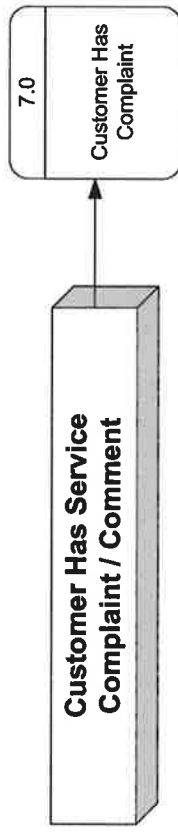
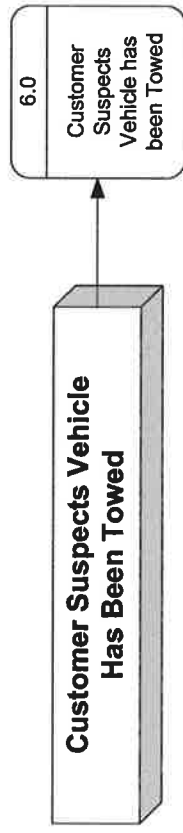
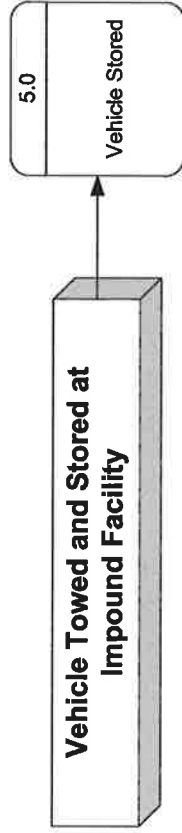
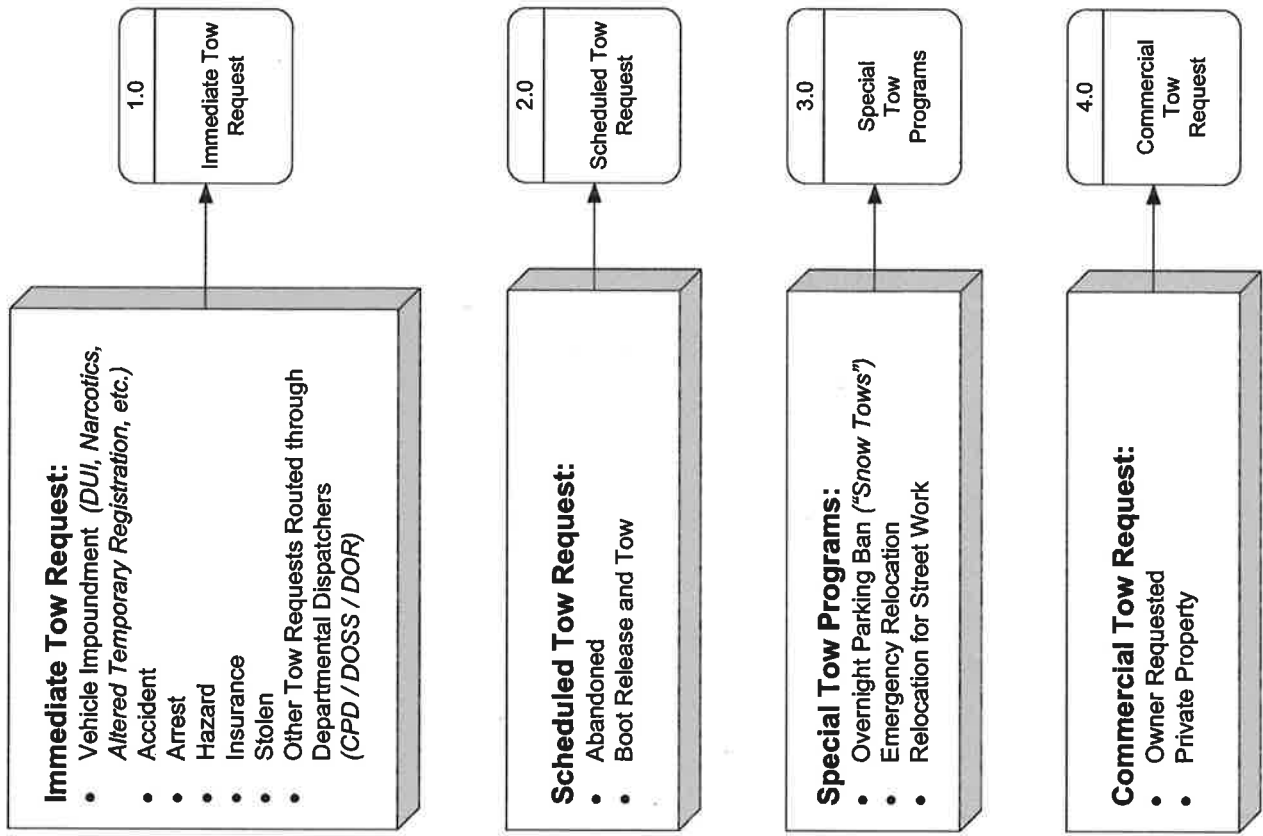
AutoReturn is looking forward to the opportunity to sit down with Chicago City officials and the local towing community to further refine the details of the business procedures that will ensure an effective and efficient operation that meets all the needs of the City of Chicago, the local towing companies, visitors to the City, and Chicago residents.

Should AutoReturn be selected by Chicago, all of AutoReturn's existing business process workflows for each of the relevant business functions will be adapted and customized for the unique requirements of the Chicago operations. Once established, the Chicago business procedures will be adhered to uniformly and updated over time as appropriate.

AutoReturn Business Process Overview

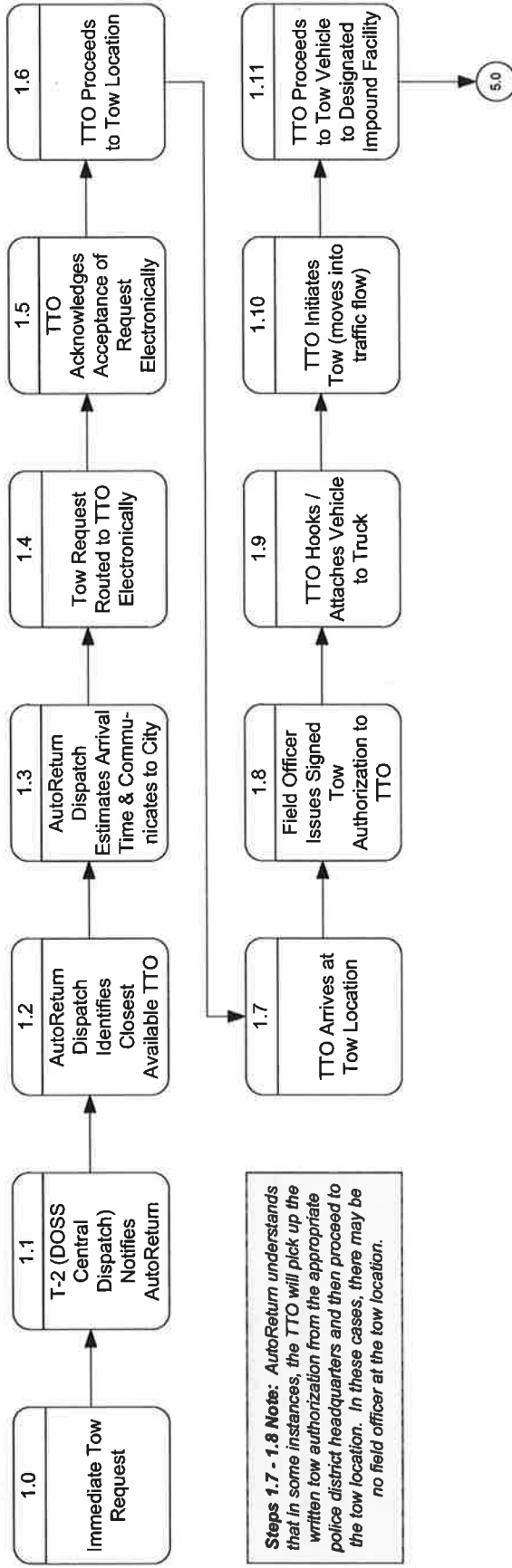
The remainder of this appendix provides a series of diagrams that illustrate the initial business process workflow that has been defined as the starting point for the Chicago towing management and auto pound operations.

AutoReturn Business Process Overview (page 1)

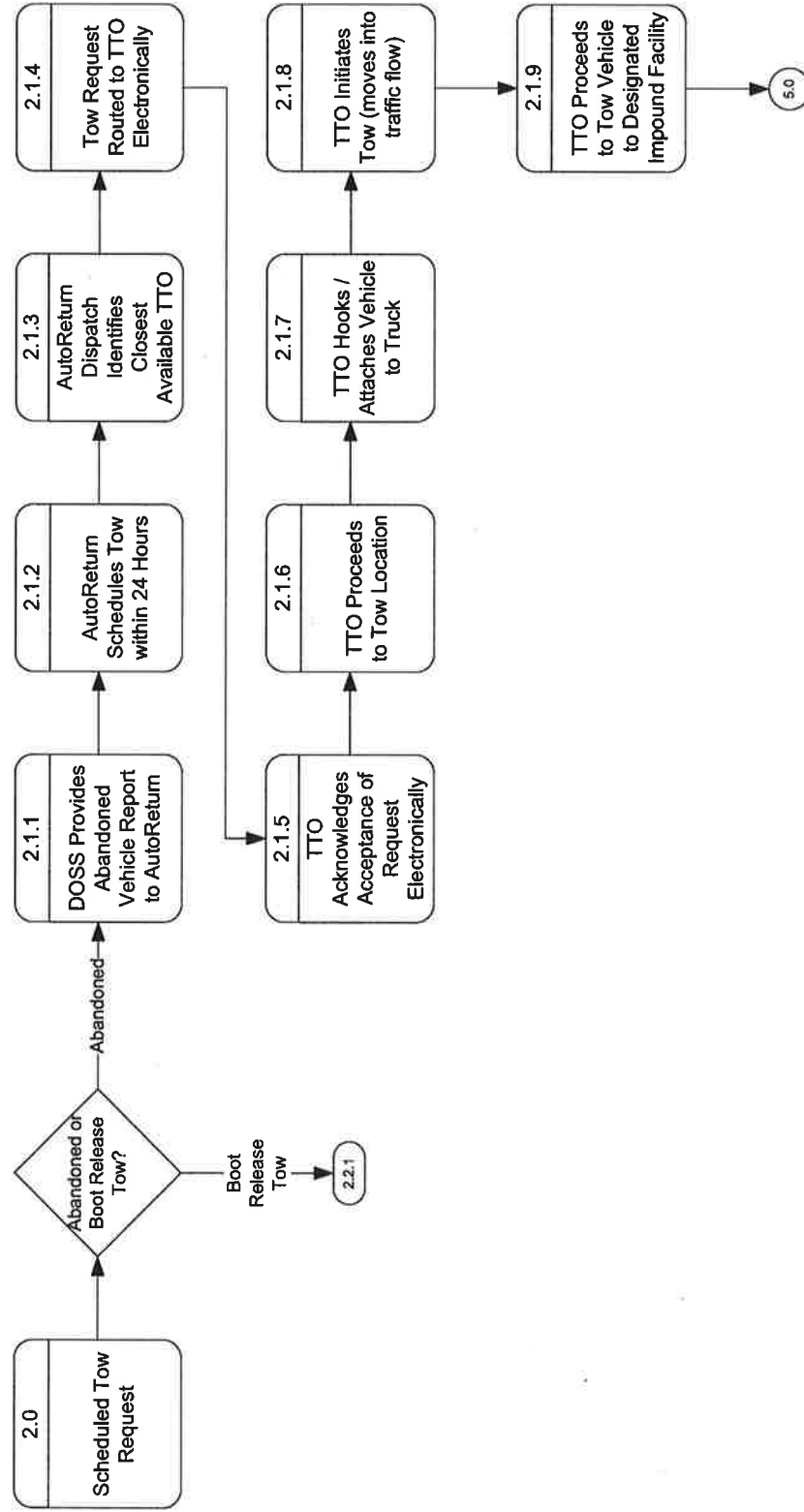


Immediate Tow Request Process

(page 2)

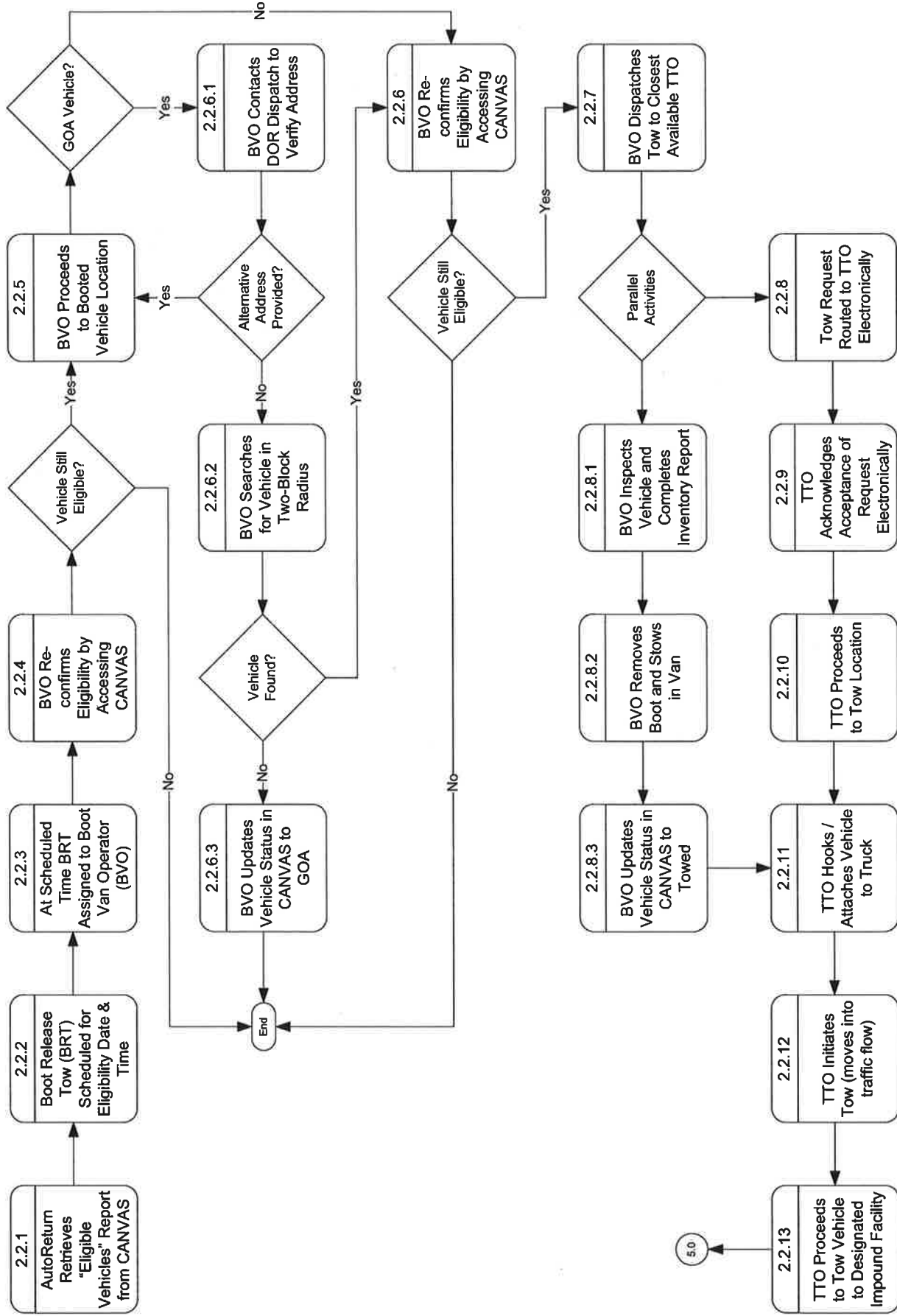


Scheduled Tow Request Process (page 3)

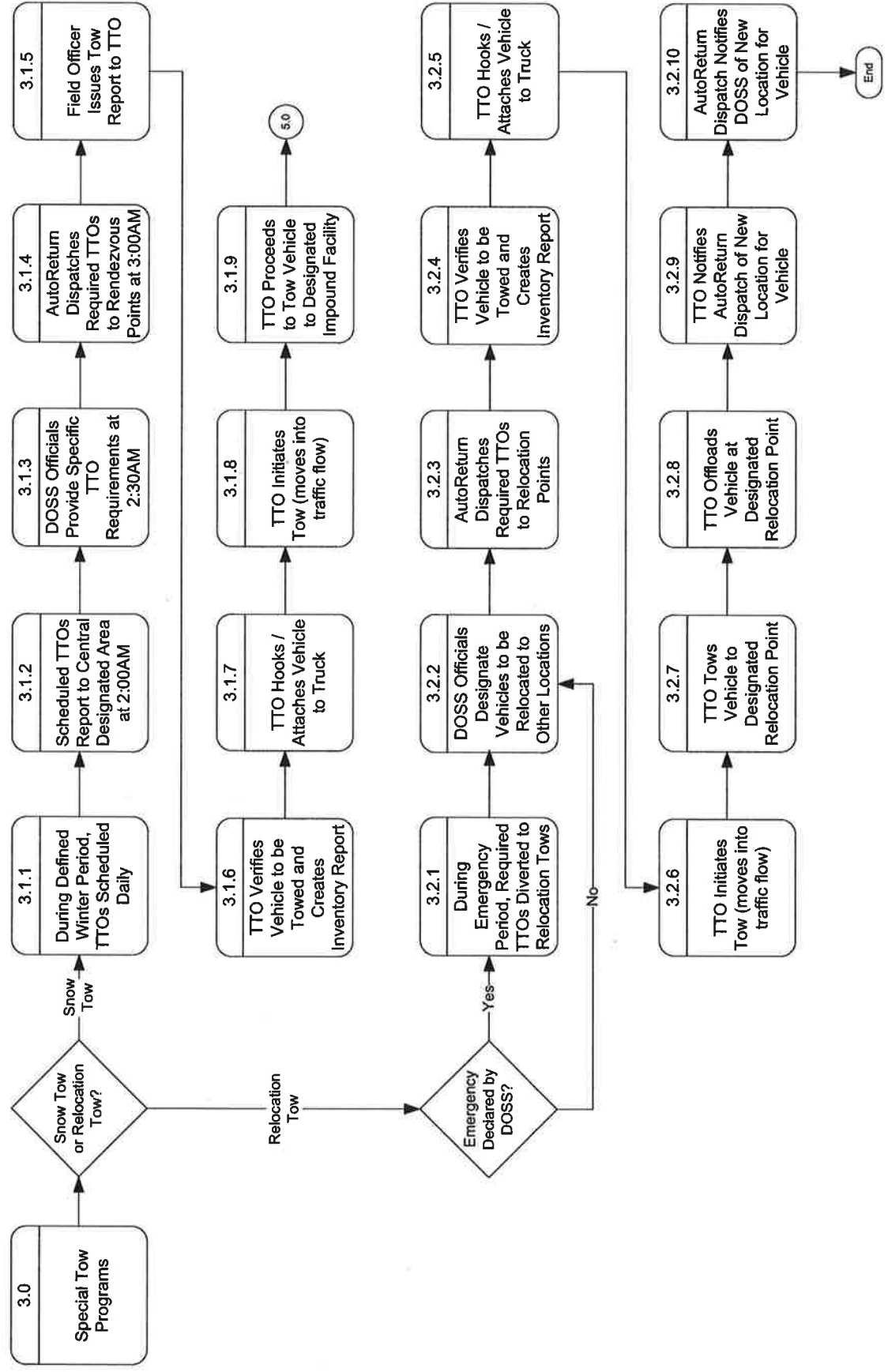


Boot Release Tow Process

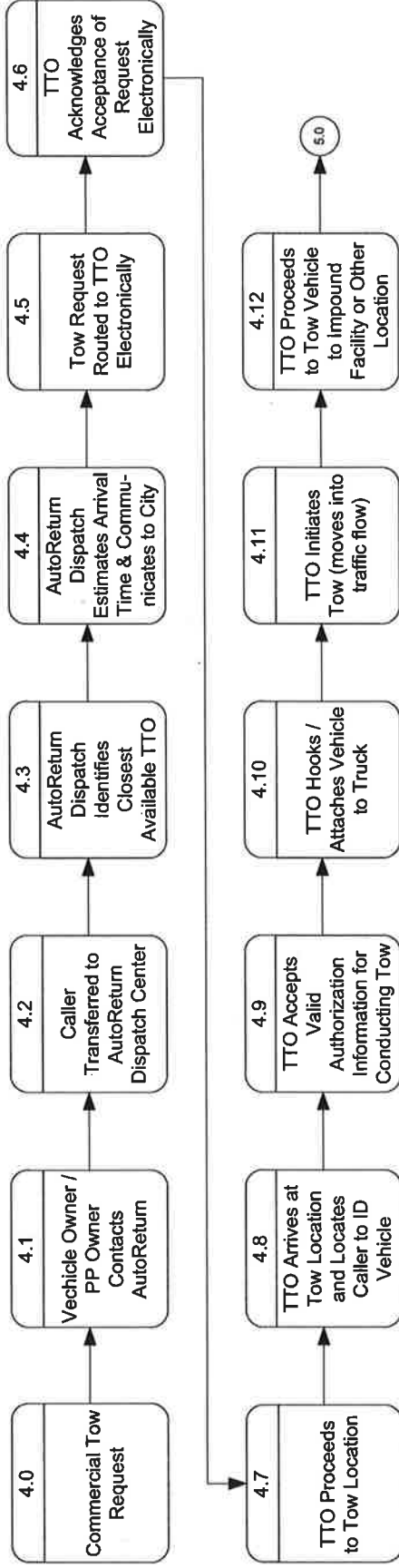
(page 4)



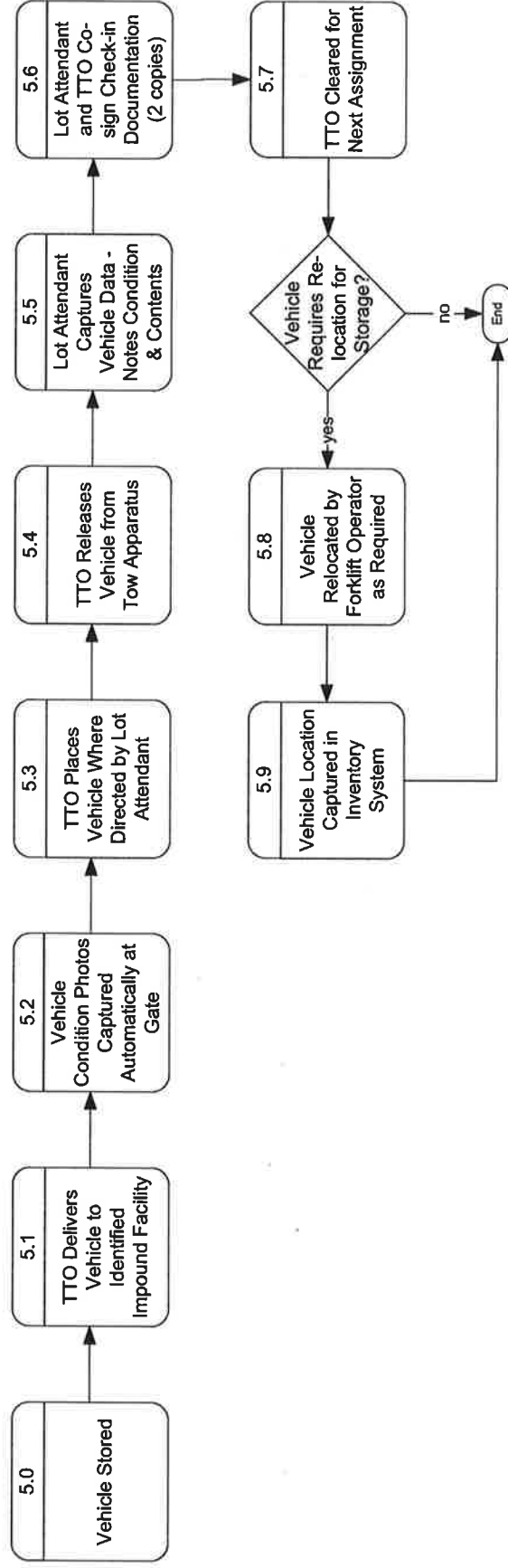
Special Tow Programs Process (page 5)

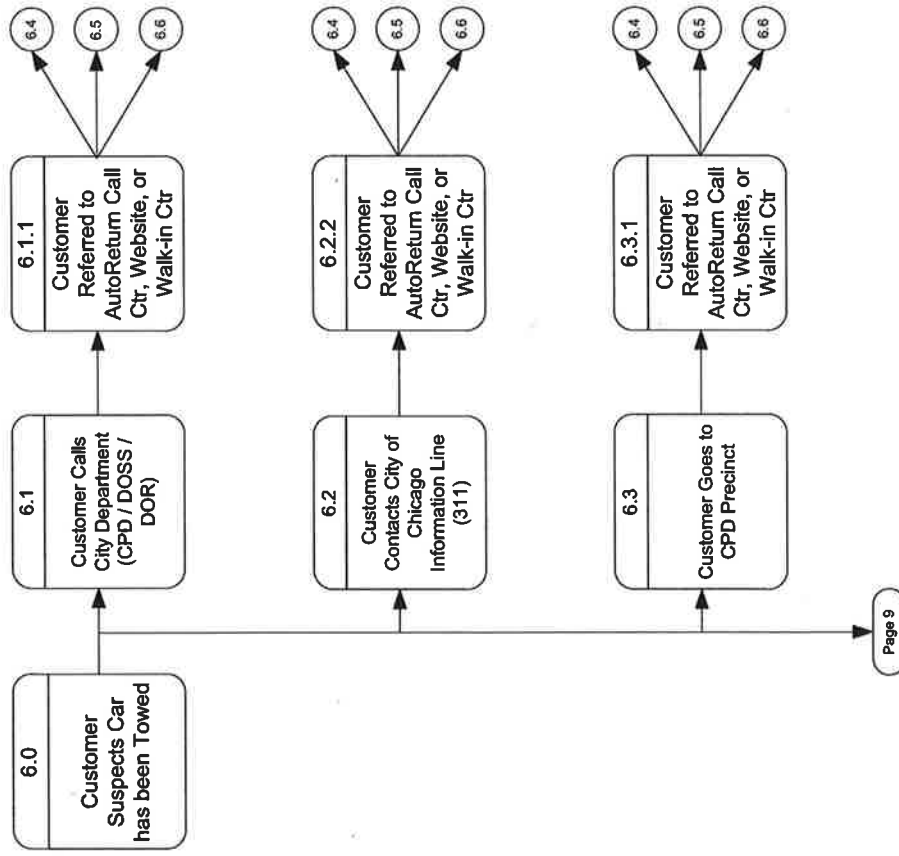


Commercial Tow Request Process (page 6)

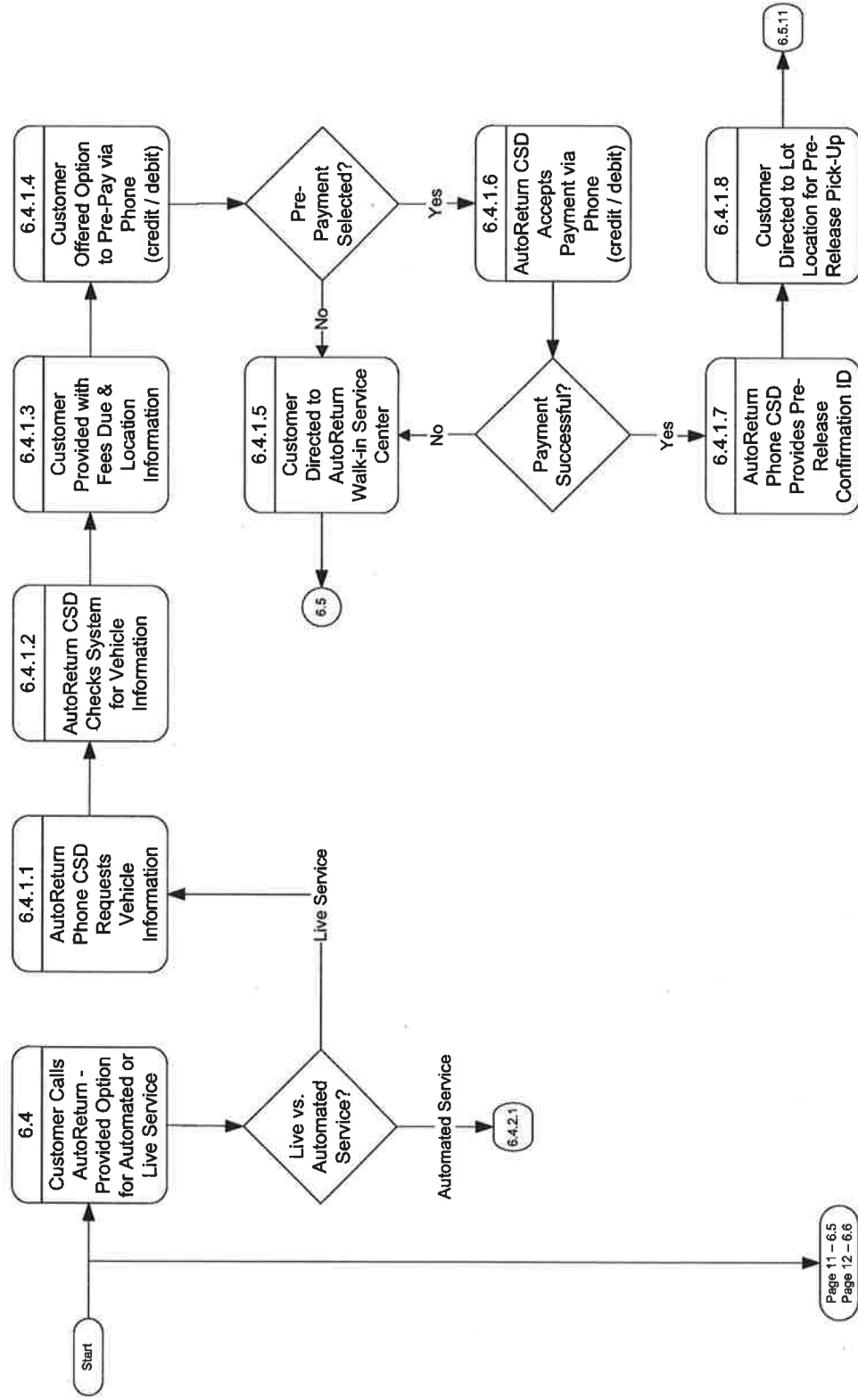


Vehicle Storage Process (page 7)



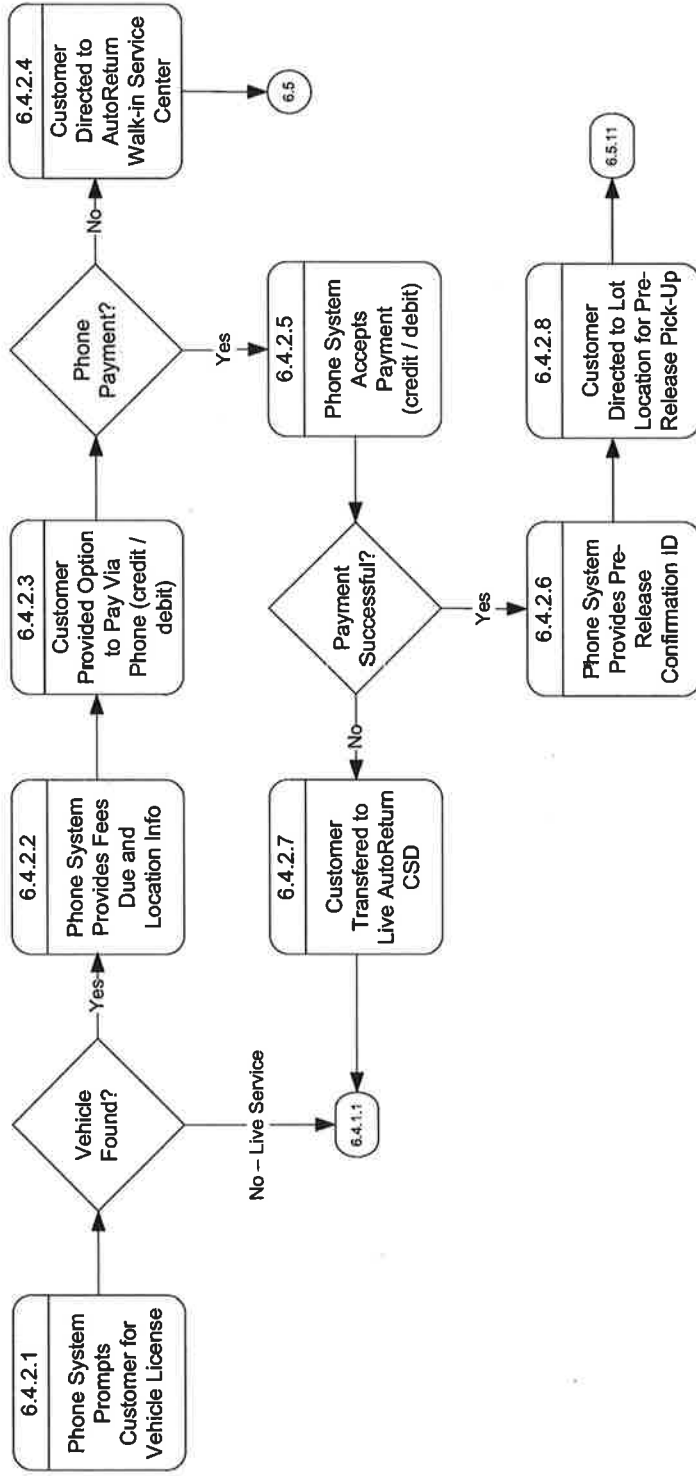


Customer Service Process – Phone (page 9)

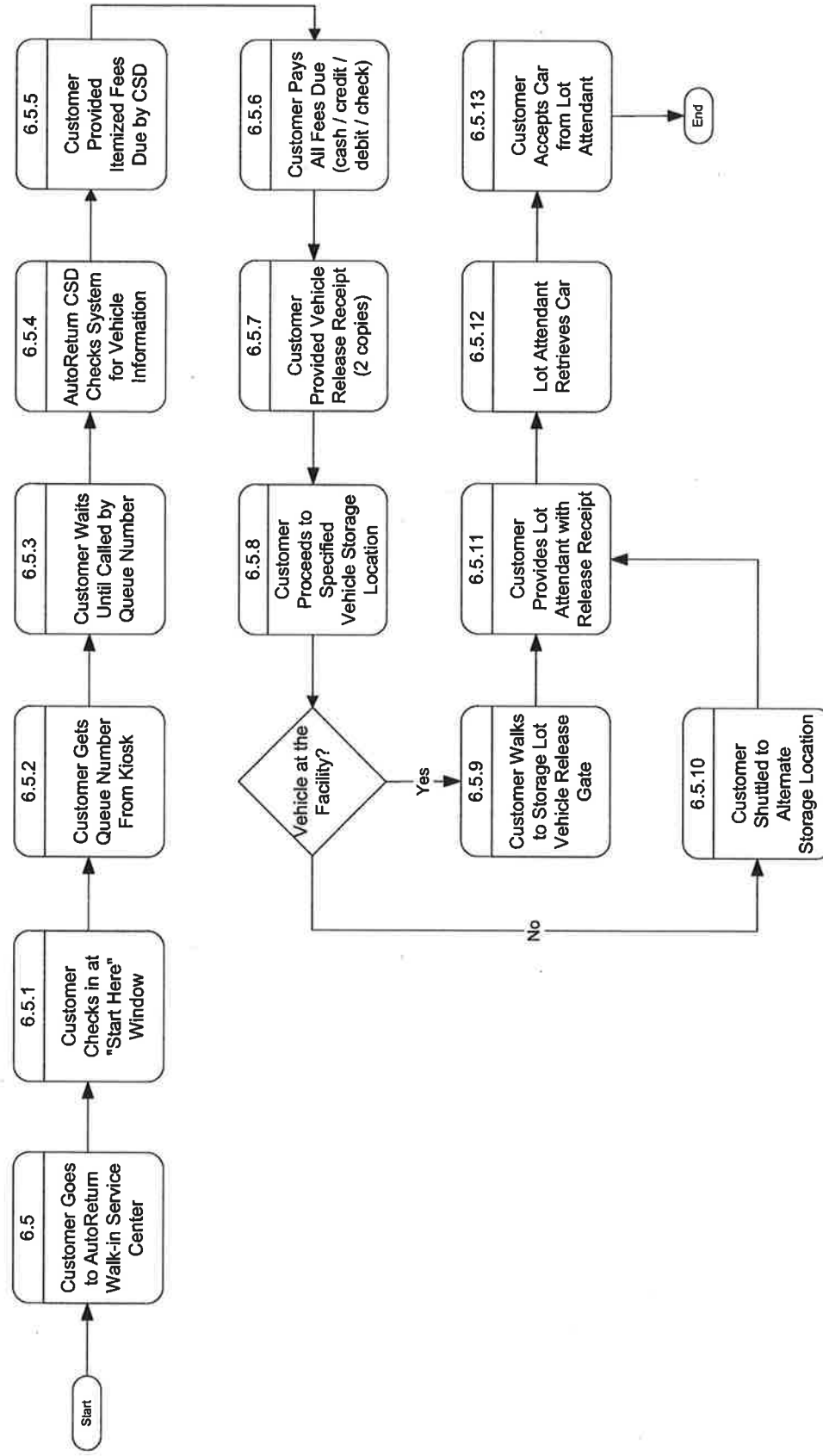


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Page 12 – 6.6

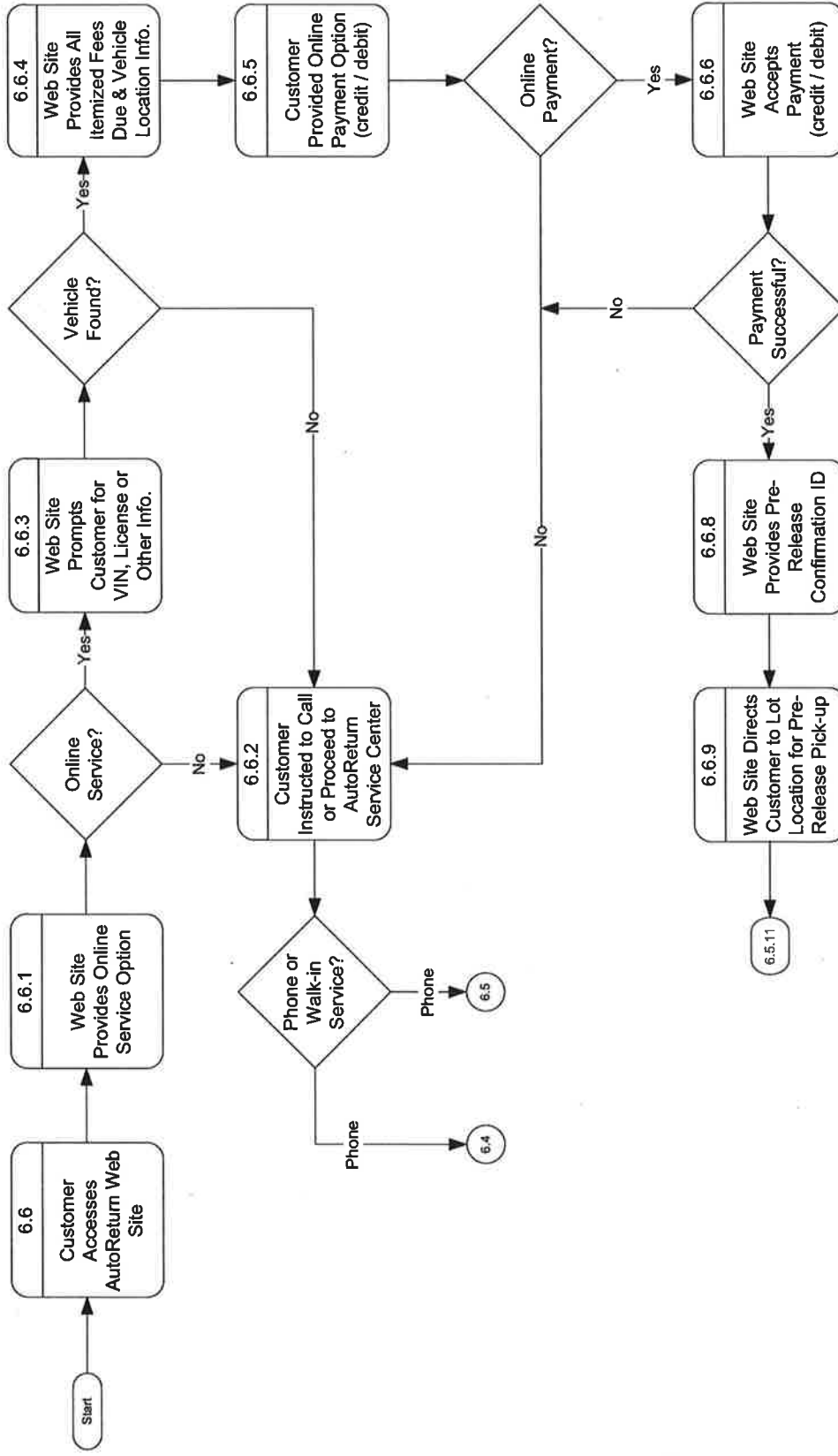
Customer Service Process – Phone (page 10)



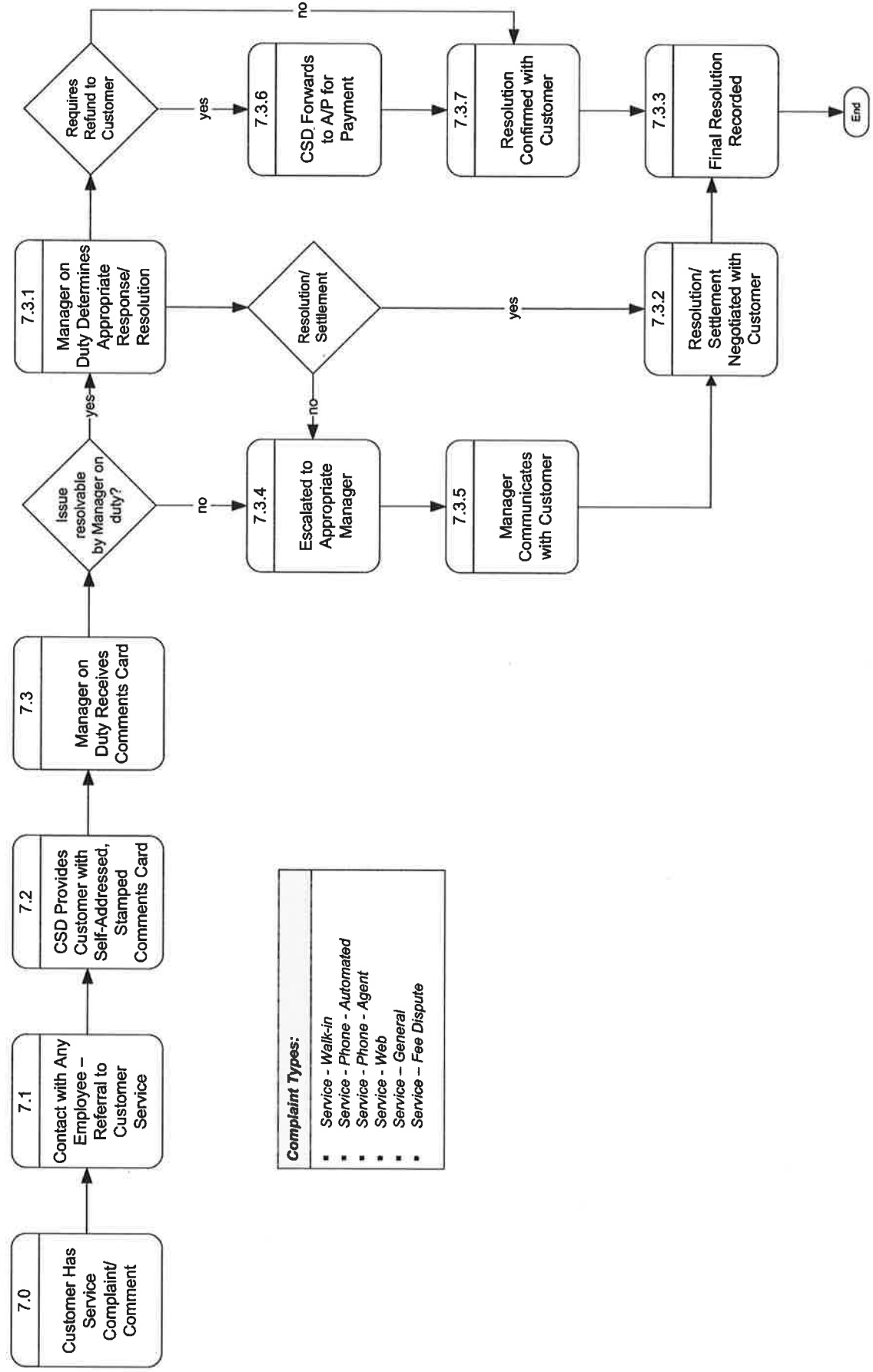
Customer Service Process – Walk-in (page 11)



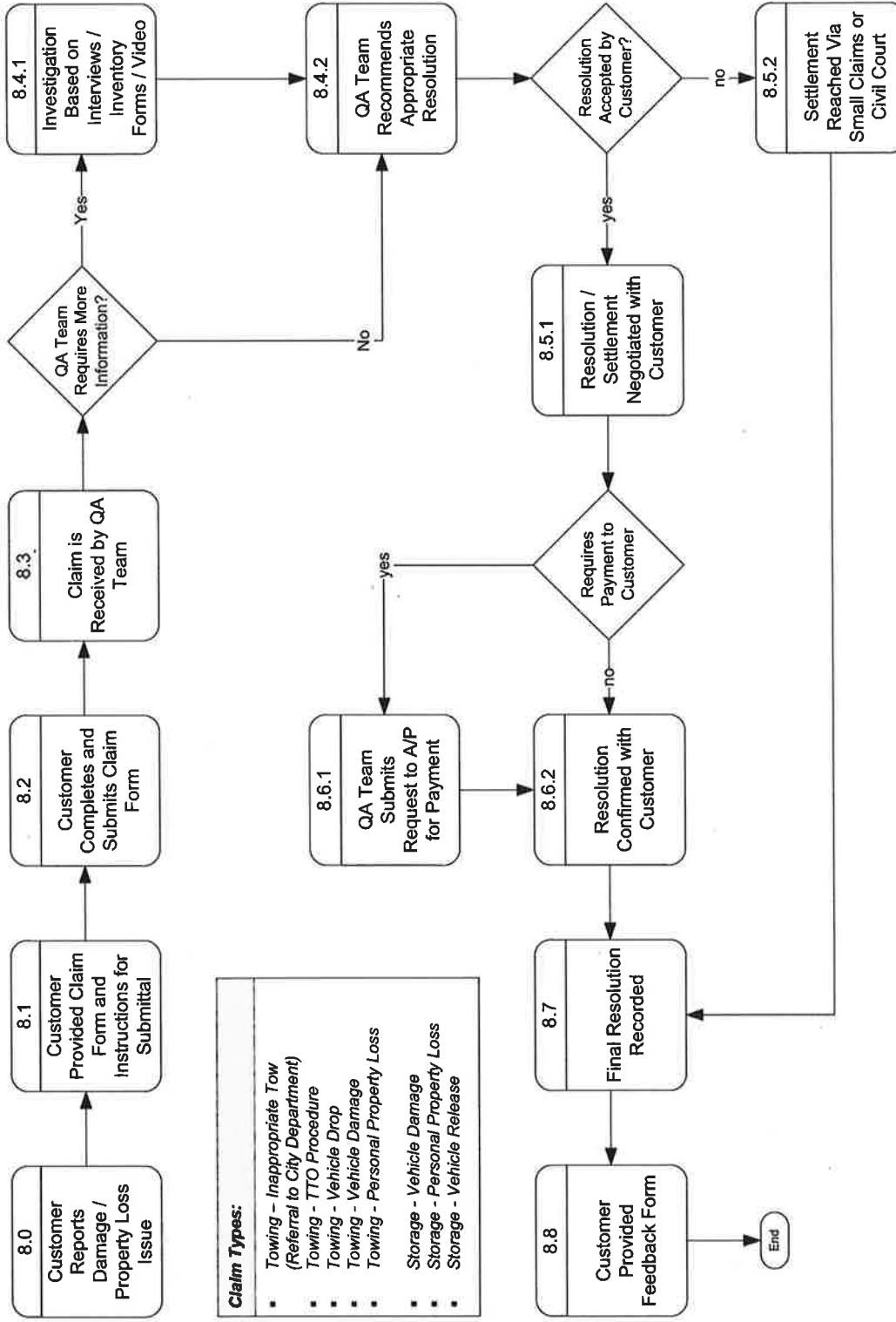
Customer Service Process – Web (page 12)



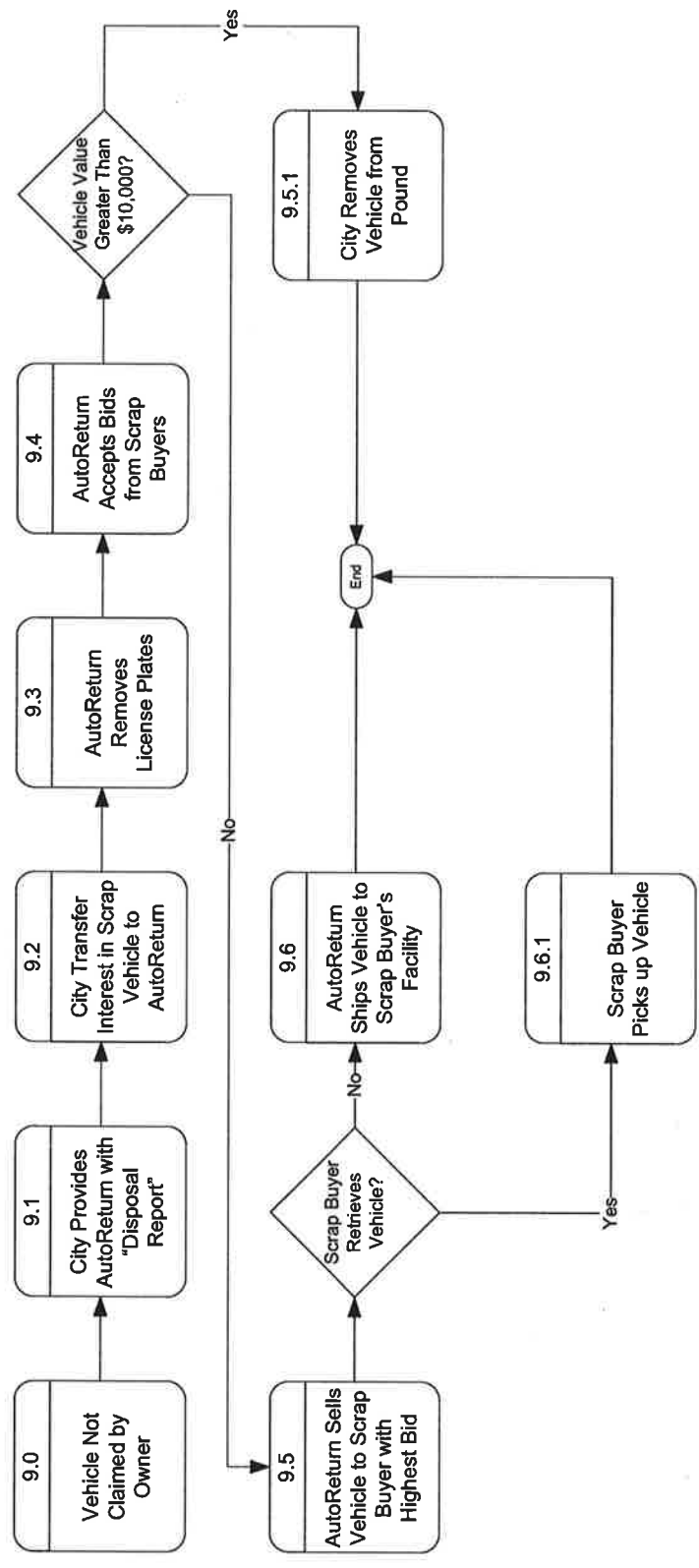
Complaint Management Process (page 13)



Claim Management Process (page 14)



Vehicle Disposal Process (page 15)



APPENDIX M: AUTORETURN PHONE SYSTEM – SELF-SERVICE FLOW

AutoReturn's call center is built on top of the industry leading Cisco "Voice over IP" (VoIP) telephone system, including advanced interactive voice response (IVR) technology. The Cisco VoIP telephone system integrates with AutoReturn's proprietary ARIES system to support state of the art self-service capabilities to customers that include:

- Vehicle lookup by entering the license number on the phone key pad (and through voice recognition in the future)
- Retrieval of vehicle status and detailed instructions for obtaining the vehicle's release
- Self-service payment processing with credit and debit cards (allows the customer to bypass the walk-in service process)
- Ability to transfer to a live service representative at any time (by pressing "0")
- Measurement of key call statistics to produce reports on required service level metrics (wait time statistics, call volume distribution, agent performance, etc.)

The phone system utilizes the IVR capabilities to provide basic information to callers in multiple languages (English, Spanish, and potentially others as agreed upon with the City) for the diverse Chicago population and its visitors. AutoReturn deploys its telephony infrastructure with all of the necessary telephone lines / bandwidth, hardware, and software. The company's technicians ensure that the configuration of the automated phone system is robust enough to handle peak call volumes and workloads.

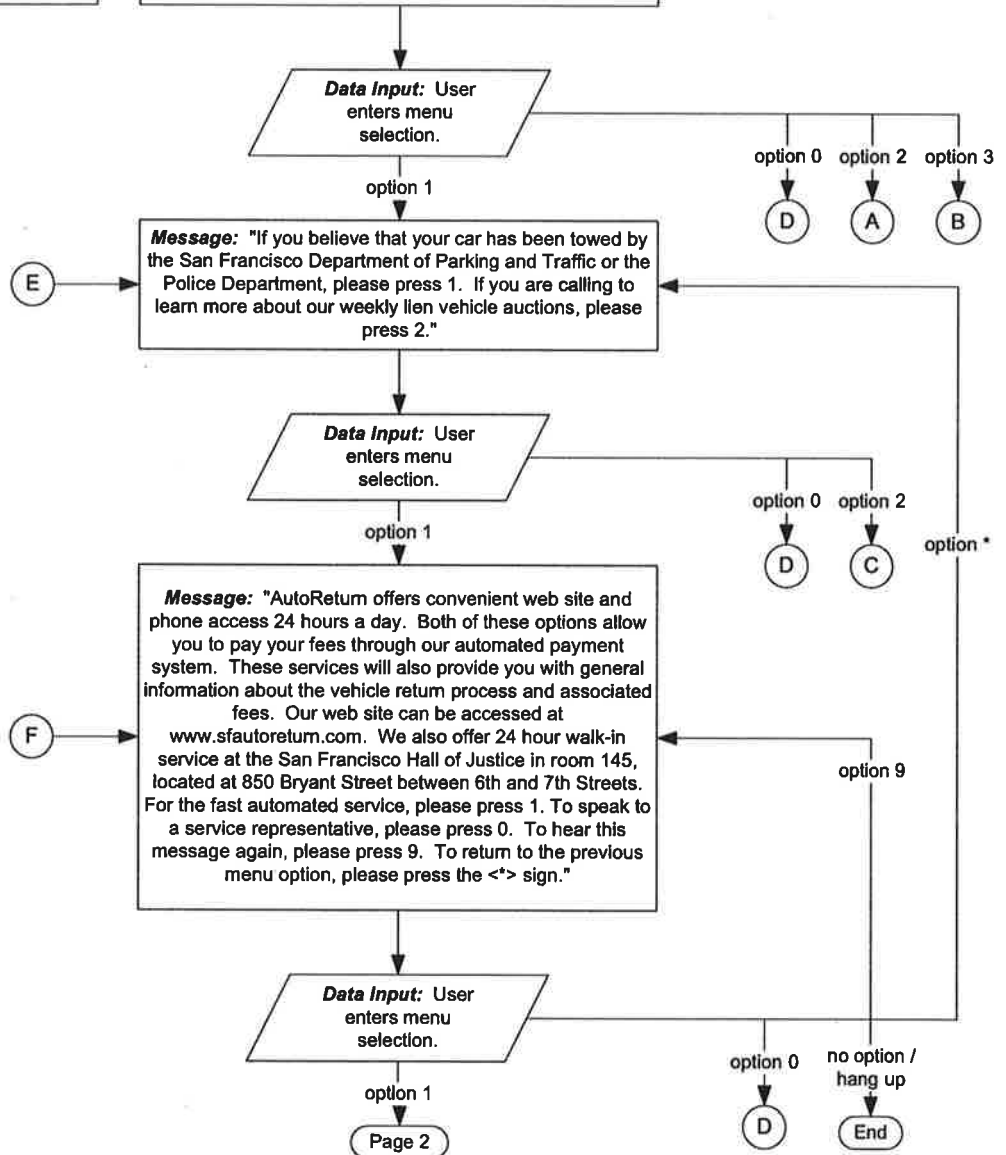
The automated self-service call flow depicted within this appendix provides the call flow that was developed for the company's San Francisco operations. This detailed flow diagram is being provided as a representative example of the type of call flow that will be implemented for callers in Chicago. AutoReturn will work with City officials to establish the types of information that should be provided to callers as well as the self-service options that will be supported. At all times, the caller will have the option of exiting the self-service call flow and speaking with a "live" service representative (by pressing "0"). Should AutoReturn be selected by Chicago, the automated call flow design will be adapted and customized for the unique requirements of the residents and visitors of Chicago.

AutoReturn - IVR Call Flow

Page 1

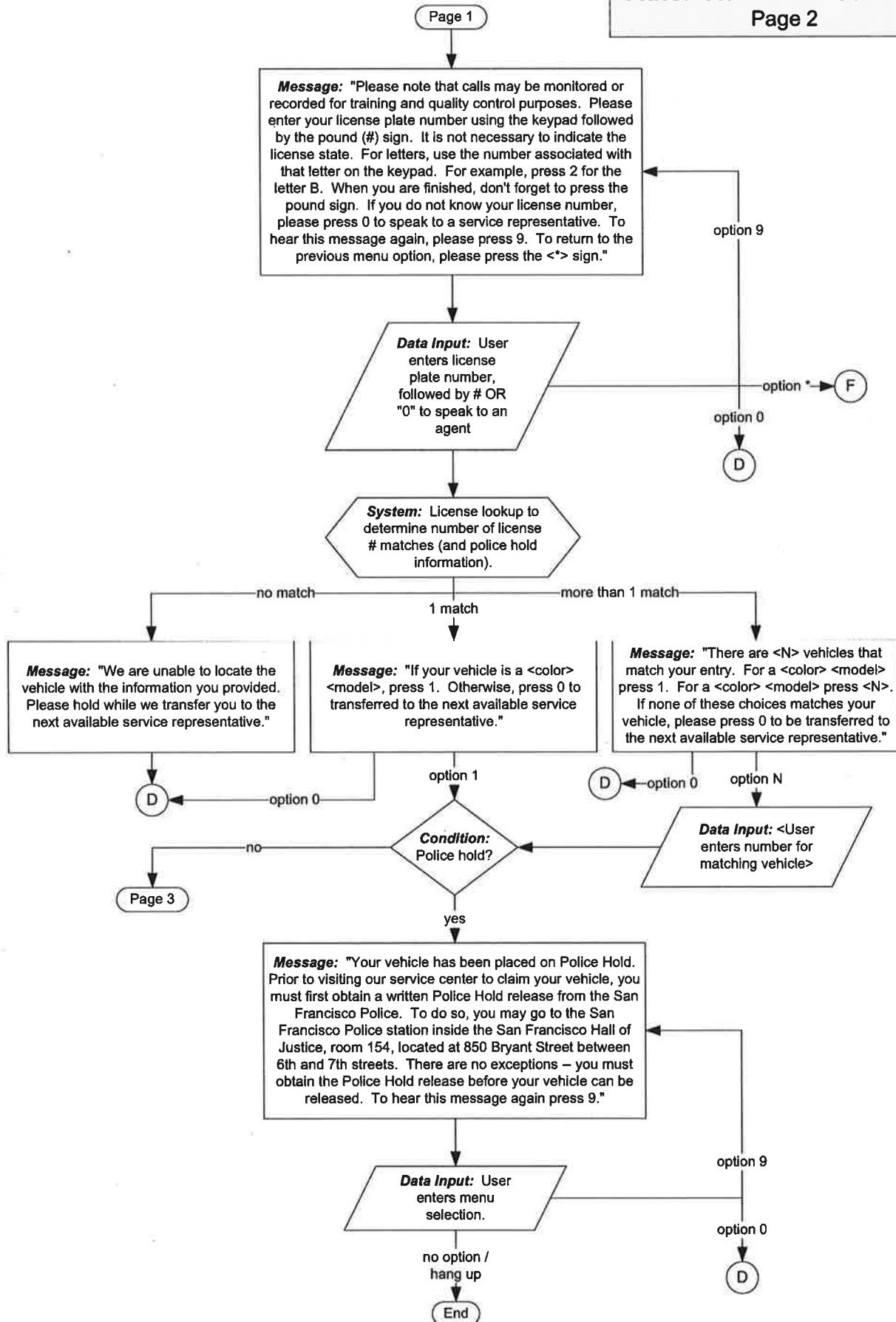
Note: Throughout the automated quick service path, the caller is given the repeated options to transfer to a live customer service representative. At any time, the caller can press '0' and be transferred to a live service representative.

Message: "Thank you for calling San Francisco AutoReturn, the exclusive provider of vehicle towing and rapid return services for the City and County of San Francisco. For English, please press 1. For Spanish, please press 2. For Chinese, please press 3." If you are not calling from a touch tone phone, then please hold for the next available customer service representative who will assist you.



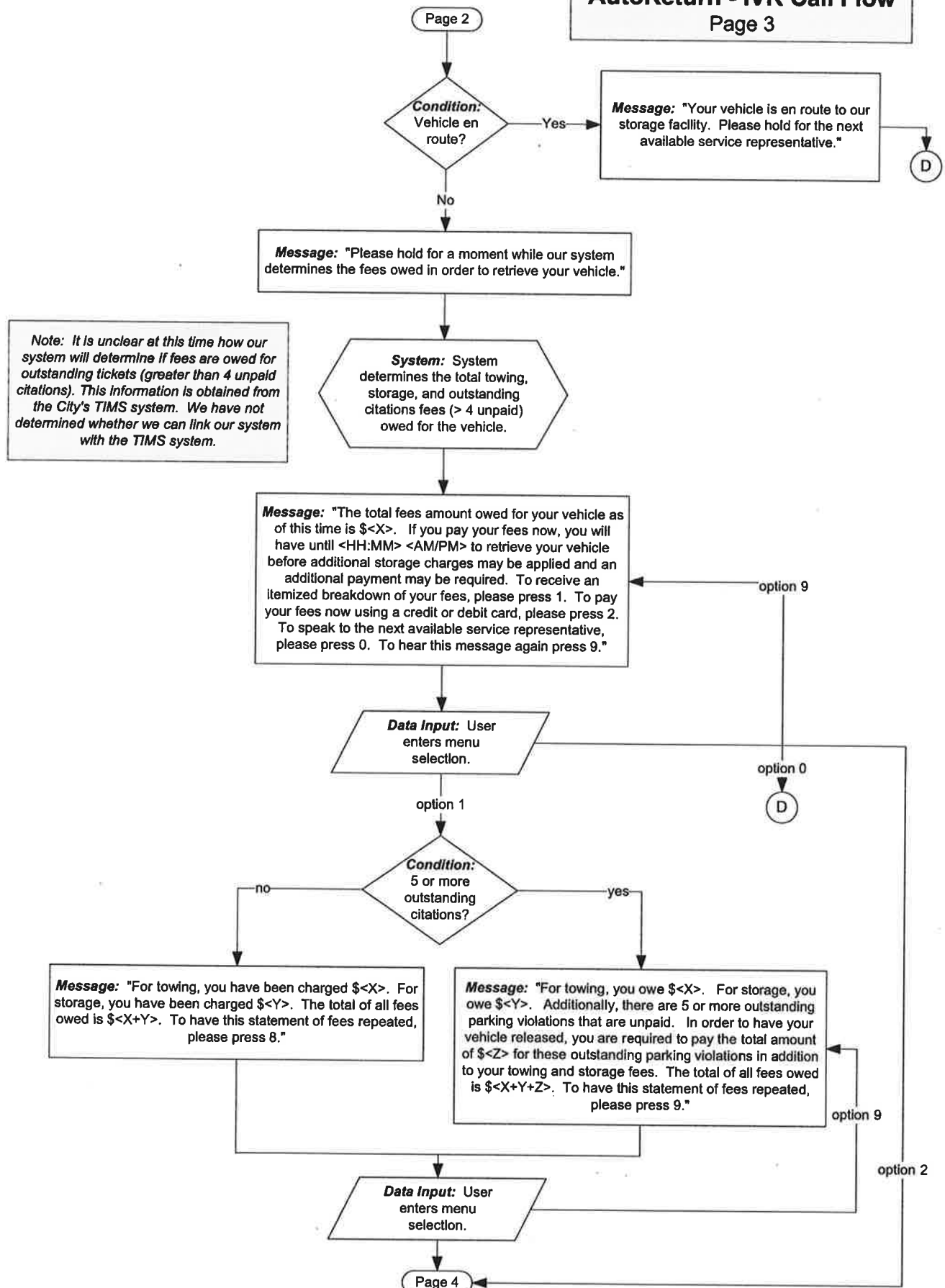
AutoReturn - IVR Call Flow

Page 2



AutoReturn - IVR Call Flow

Page 3



Proprietary and confidential to AutoReturn.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal.

Note: Pending approval from the City, AutoReturn plans to offer customers a selection of optional, premium services that will be available for additional fee.

Message: "If you are interested in any of our premium services for a fee, such as having your vehicle returned to your location, please press 0 to speak with the next available service representative. Otherwise please press 1 to continue."

option 0

D

option 1

Message: "To pay your totals fees of \$<X+Y+Z> now using a credit or debit card, please press 1. To speak to the next available service representative, please press 0. If you do not have a credit or debit card, you will need to come to our 24 hour walk-in service center in the San Francisco Hall of Justice in room 145, located at 850 Bryant Street between 6th and 7th Streets. To hear this message again press 9."

option 9

Data Input: User enters menu selection.

option 0

D

option 1

Message: "Please enter your credit or debit card number followed by the pound sign."

Data Input: User enters card number followed by #.

option 1

System: System validates credit card number (correct number of digits, valid format, etc.).

Condition: Valid number?

no

Message: "You have entered an invalid credit or debit card number. Please press 1 to try again. If you need assistance, please press 0 to speak to the next available service representative."

option 0

D

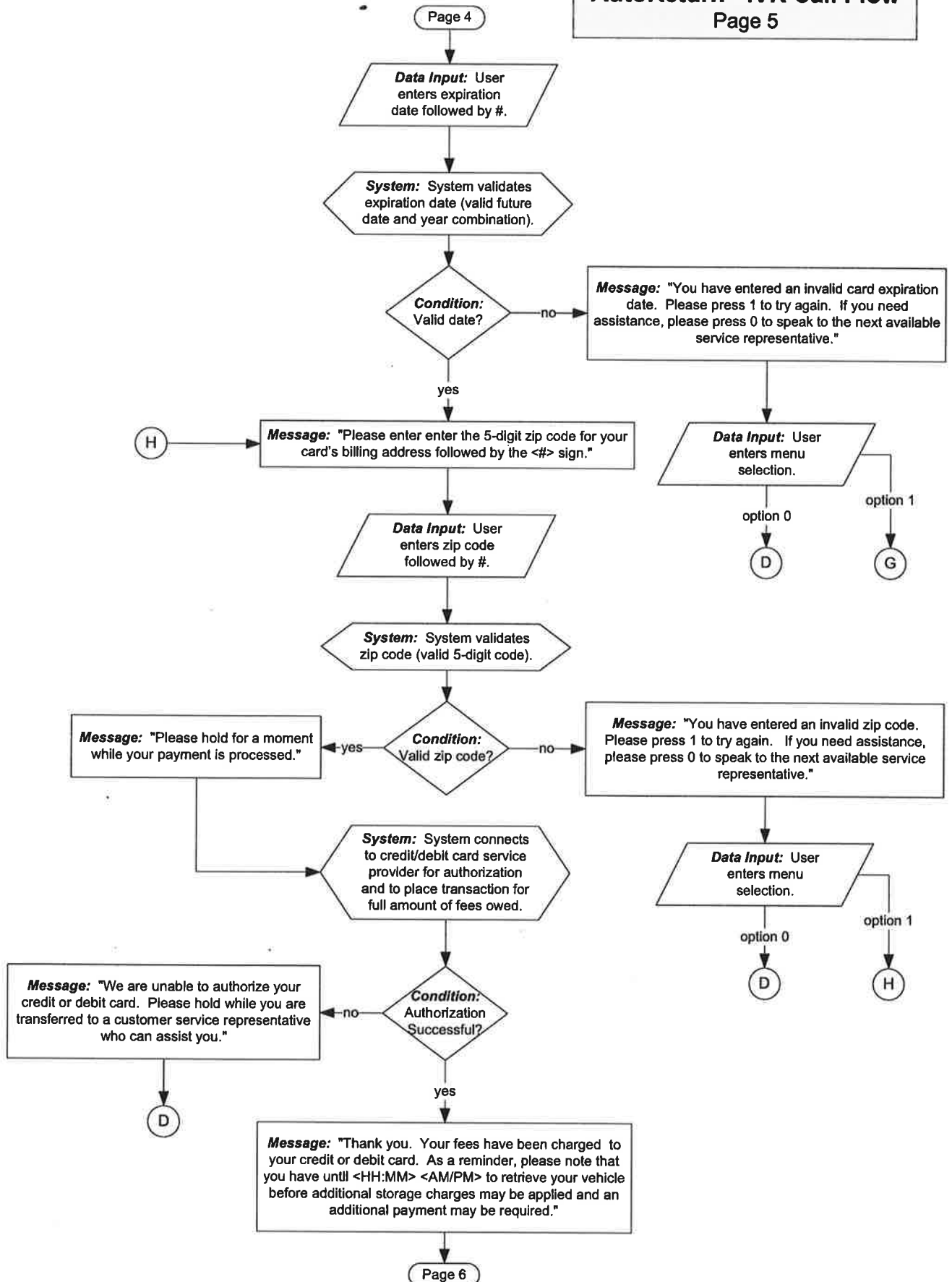
yes

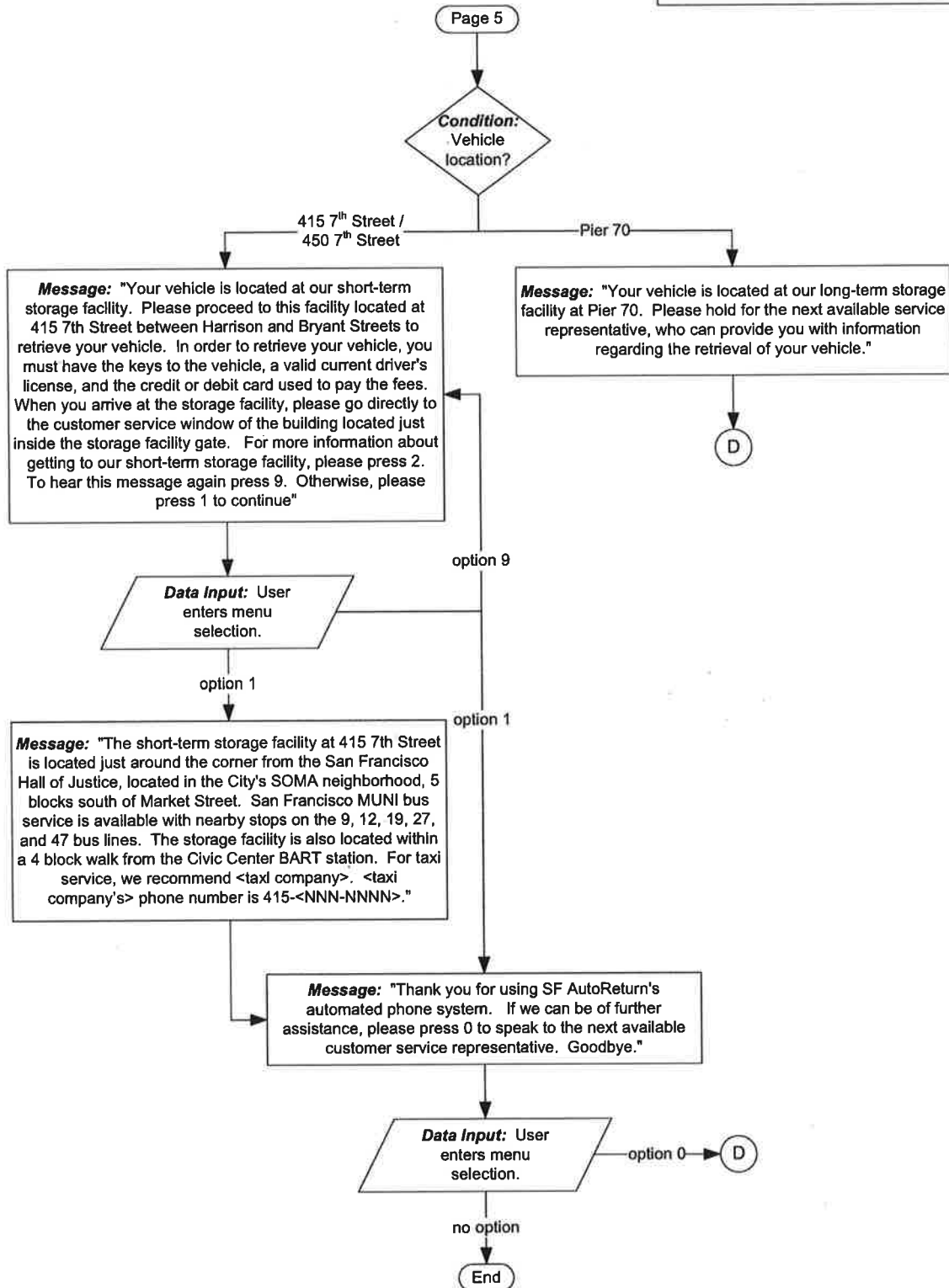
Message: "Please enter your card's expiration or valid through date followed by the pound sign. Please use 2 digits for the month followed by 2 digits for the year. For example, September 2004 would be entered as 0904 followed by the pound sign."

G

AutoReturn - IVR Call Flow

Page 5



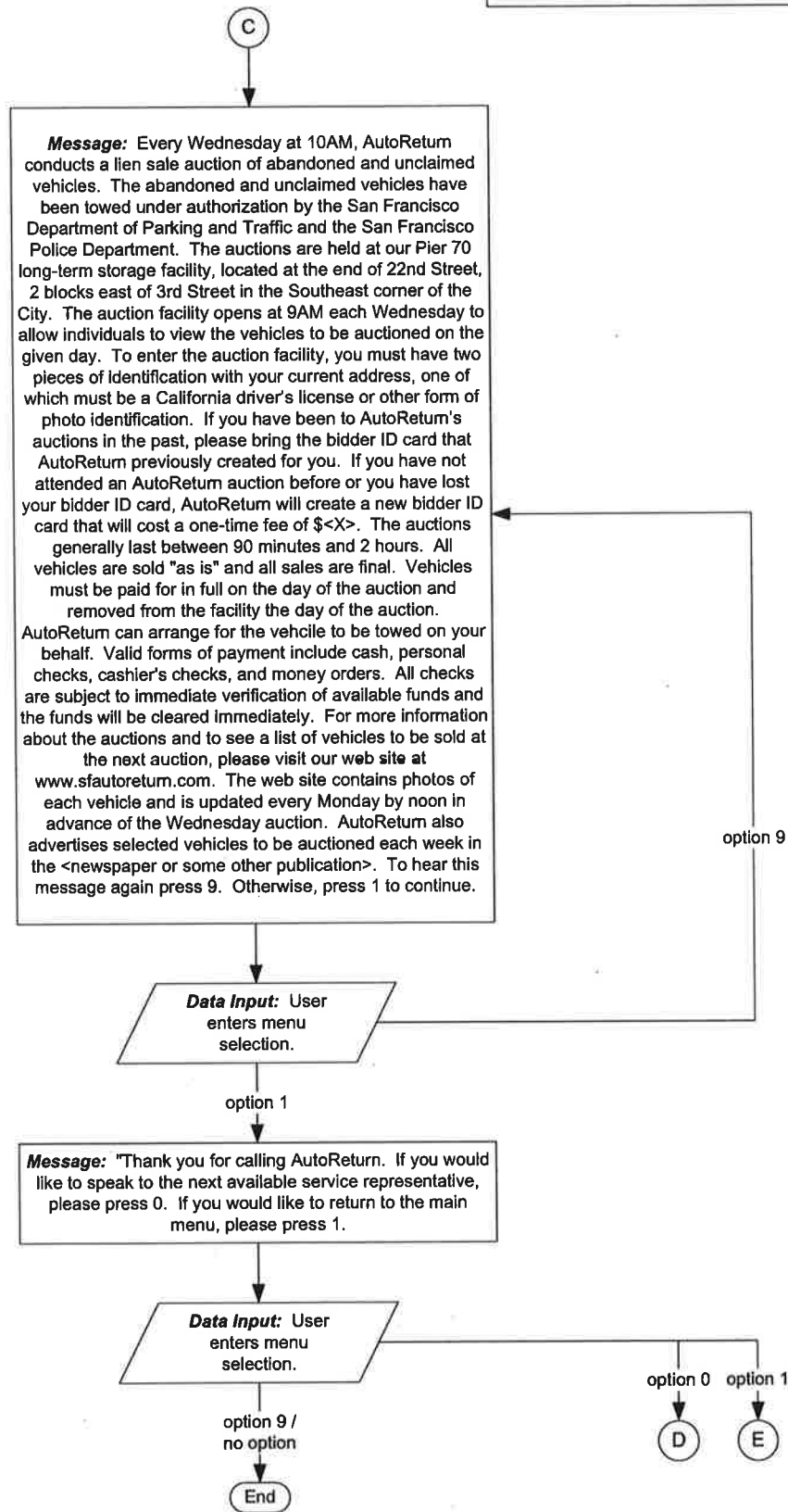


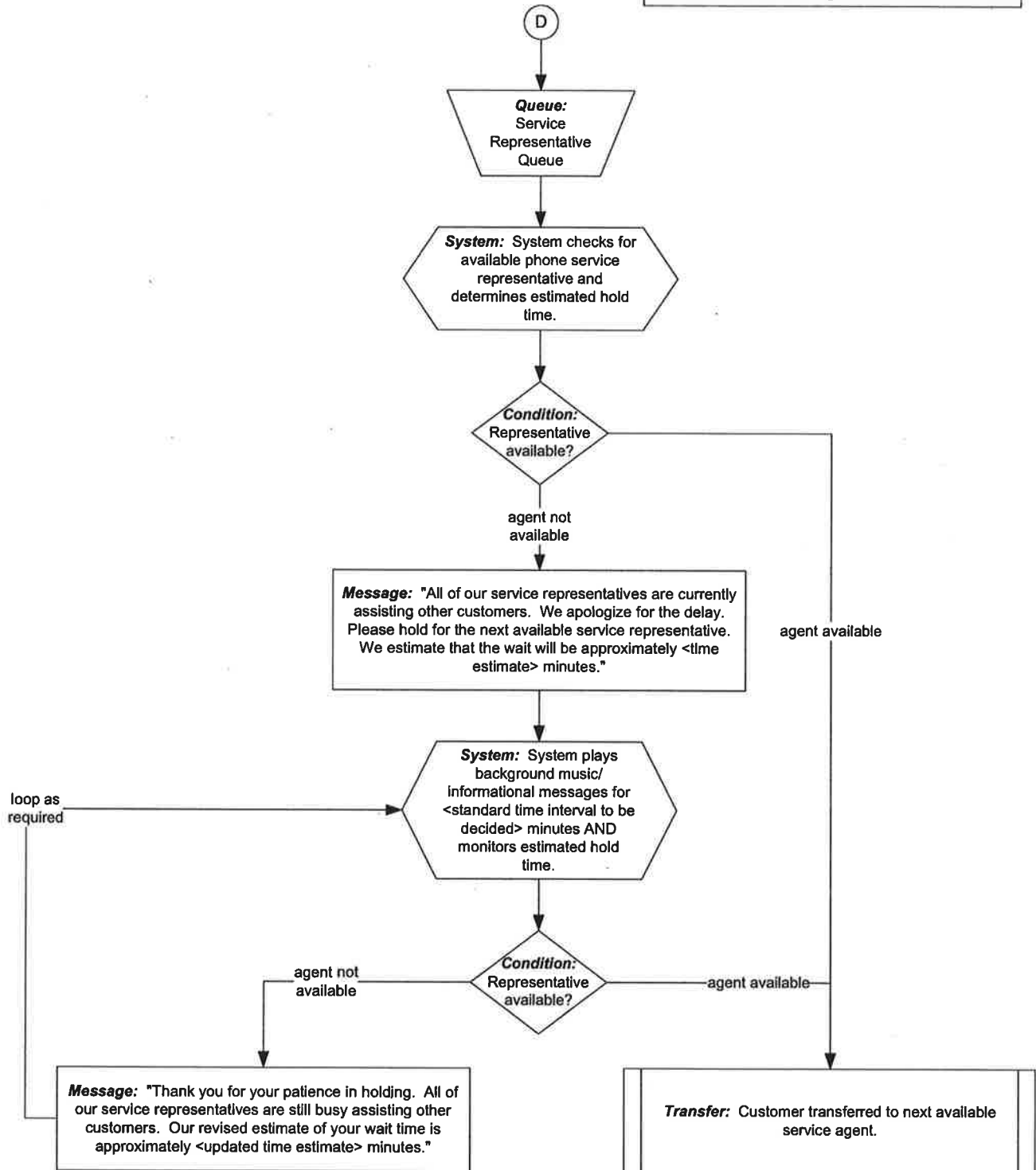


Design Note: The same automated call flow will be translated and supported in Spanish. In order to support direct service calls in Spanish with live service representatives, AutoReturn will have Spanish speaking service representatives available at all times.



Design Note: The same automated call flow will be translated and supported in Chinese. In order to support direct service calls in Chinese with live service representatives, AutoReturn will have Chinese speaking service representatives available at all times.





APPENDIX N: AUTORETURN POLICIES MANUAL

AutoReturn's business practices and policies are mature and well-defined from our years of operations in San Francisco. These existing business policies are readily adaptable to operations for other cities with minimal adaptation to conform to the local municipal environment. All of the detailed policies for each function within the company are defined in detail as written documents that are then used to train and guide staff on applying the policies in a consistent fashion day in and day out. If the company encounters a new situation that is not addressed by the current policies, the company's management team considers the new concern and makes a determination of what to do for the given situation. If the decision is to address the concern by deviating from the existing policies, the policies are enhanced to account for the new business scenario that was not previously covered in full by the existing policies.

To illustrate the depth of detail captured in AutoReturn's business policies documentation, the company has provided the following document from its San Francisco operations as a representative example for a specific functional area. That document contained in this appendix is the San Francisco AutoReturn Customer Service and Dispatch (CSD) Policies Manual. This document is used to as both a guide for existing CSD employees as well as a training tool for new CSD employees. This document defines the business policies that govern the various business scenarios that employees encounter in the day to day work. Please note that this document goes hand in hand with its counterpart, the AutoReturn CSD Procedures Manual that is provided as a separate appendix. The "policies" manual guides the employee on "what" to do in any given business scenario, while the "procedures" manual guides the employee on "how" to do it.

Should AutoReturn be selected by Chicago, all of AutoReturn's existing business policy documentation for each of the relevant business functions will be adapted and customized for the unique requirements of the Chicago operations. Once established, the Chicago business policies will be adhered to uniformly and updated over time as appropriate.

Customer Service / Dispatch Policy Manual



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1 CUSTOMER INTERACTIONS

COMMUNICATION WITH CUSTOMERS

Customers should always be greeted in a friendly, professional manner, whether in person or on the phone.

Remember to say "Please" and "Thank You" throughout every customer interaction. We want to ensure our customers feel like we're making their experience as easy as possible, and as pleasant as possible.

Police, DPT, and other City officials are customers too. Treat them with the same courtesy and respect as we do our customers with towed vehicles. Remember that we work with these people on a regular basis, so we want great relationships with these officials.

Avoid using the words "you have to", "you must", and other commands. If a customer needs a Release, for example, guide them with instructions on how to do this – in a respectful manner.

Remember that it can be difficult to hear through the windows. Speak clearly, slowly, and be aware of potential language barriers. Be patient if a customer does not hear you the first time.

2 ON THE JOB BEHAVIOR

EATING

Eating is not permitted in the work areas. Do not eat at the window in front of customers. Chewing gum is not permitted while at the window or on the phone.

RADIO

Radio is permitted in the back area of the Customer Service/Dispatch area if the radio station is left at a low volume, on either a jazz or classical station. Do not put the radio on other commercial stations, as it is distracting to employees and customers.

PERSONAL PHONE CALLS

Personal phone calls are not permitted during work hours, except for emergencies. This includes incoming and outgoing calls. Remind family and friends of this policy. If a personal call does come in during your working hours, the phone staff will take a message which you can return during your break time.

CELL PHONES

Cell phone usage is not permitted in the customer service phone/window area at any time unless it is an AutoReturn-issued cell phone. Personal cell phones may be used during break time, outside of the service area.

3 CUSTOMER FEEDBACK PROCESS

CUSTOMER REQUEST OF FORMS

Always provide the customer with a requested form right away, such as price lists or feedback forms.

CUSTOMER COMPLAINTS

Always include the DR (log) number with any feedback you receive. If the feedback is the result of inaccurate information in the system (wrong color, wrong model, etc.) change the entry in the system so that our records are correct.

CLAIM FORMS

If a customer requests a Claim Form at the time of vehicle release, inform them that they should talk with someone at the time of vehicle pick-up to view the vehicle. At that point, if necessary, a Claim Form will be given to them.

CUSTOMER DISPUTES

Remind customers that disputes must be directed to the appropriate department based on the agency that towed the vehicle. Customers have 30 days to dispute a tow with either department. A form containing this information is available to customers upon request. It is located in the reference handbook located at each station. You may copy this page for any customer.

4 TELEPHONE PROCEDURES

TELEPHONE ETIQUETTE

Answer all phone calls with the following:

“Good Morning/Afternoon/Evening, AutoReturn, this is (your name), may I help you?”

If you need to put a customer on hold, ask for their permission first. “Do you mind if I put you on hold for a minute to check on that?” If you need to keep them on hold for longer than 1 minute, check in with them to let them know you’re still working on their question/issue.

CUSTOMER PHONE CALLS

When customers call in, ensure you are following these procedures for every call:

While the auto attendant greeting has some basic information, it is **very important** that you still provide accurate and complete information to each and every customer. To ensure this is done properly, when taking calls from customers, all of the following information must be written in the notes page, with your initials at the end:

- Tow Fee
- Storage fees at the time of the call
- Exact time storage fees will increase and the amount
- Dolly fee (if applicable)
- Citation total – let the customer know if there are 5 or more, or if any are in penalty, they will have to pay.
- Lien fee – check Lien Sale page to see if there is a lien fee (\$70 or \$100, depending on type of vehicle)
- Transfer fee (if applicable). *Note: we can only charge one transfer fee, no matter how many times a vehicle is transferred.*
- Location of vehicle - Let customer know where car is located (which lot)
- Release – if vehicle is on hold or was towed by PD, tell the customer they require a release. If the vehicle is on Hold, ensure you let the customer know the hours of the STOP office (Mon – Fri, 9am to 3pm; additional hours Wed 4pm to 7pm)

Also, when talking to the customer:

- Tell the customer the types of payment allowed and that they must bring a valid Driver's License. Identification cards or passports are NOT Driver's Licenses and will not be accepted.

Remember to include your name at the end of the summary.

All of this information must be captured in each call record for **every** call you take. Failure to do this creates issues for customer service when customers dispute the information given to them, and in some cases they are right.

If the fees are not accurately and completely recorded in DTS, customers can and will dispute information given and we must credit the customer. The customer service representative will be held accountable in these cases.

5 CITATION PROCEDURES

CITATION PAYMENTS

Five or more delinquent citations must be paid for prior to vehicle release. If there are no delinquent citations, they do not need to be paid. A customer may choose to do so, however, and are permitted per the Contract. They may also pay non-penalty citations. See section 5.2.

In addition to the Citation fine and penalty information, you may also see a letter in the field marked "SPC" (between Make and Violation). This letter is associated with a DPT Hearing Division process. Please note the following explanations:

A (With Penalty Amount) = Protest was denied. You should collect payment.

A (Without Penalty Amount) = Protest completed. Still pending payment or hearing. Do not collect on these Citations. If there are penalties on the remaining citations and there are *less than 5*, you do not need to collect on the remaining. If there are 5 or more with penalty, you should collect.

H = Pending Hearing Decision. DPT Hearing is still in the process of determining the validity of the customer's protest. Do not collect on these Citations if there is a dollar amount. If there are penalties on the remaining citations and there are *less than 5*, you do not need to collect on the remaining. If there are 5 or more with penalty, you should collect.

K = Citation Reported to Collections. You should collect payment.

P = Active Project 20. The customer is doing community service in lieu of paying for their tickets. Do not collect on these Citations. If there are penalties on the remaining citations and there are *less than 5*, you do not need to collect on the remaining. If there are 5 or more with penalty, you should collect.

R = Pending Review. DPT review in process. Do not collect payment. If there are penalties on the remaining citations and there are *less than 5*, you do not need to collect on the remaining. If there are 5 or more with penalty, you should collect.

T = Citation Reported to Collections. You should collect payment.

V = Completed Project 20. Do not collect payment (will show \$0 balance). If there are penalties on the remaining citations and there are *less than 5*, you do not need to collect on the remaining. If there are more than 5 either with or without penalty, you should collect. If there are 5 or more with penalty, you should collect.

X = Unsuccessful Project 20. You should collect payment.

To process the customer's payment, determine how many tickets need to be paid and add it as the Service Billing item "Outstanding Tix" in DTS.

OPTION OF PAYING FOR TICKETS WHEN CUSTOMER HAS FEWER THAN FIVE

When a customer has fewer than five (5) current (non-penalty) parking citations, offer the customer the convenience of paying for those tickets. You may also offer the customer the option to pay for citations that are not in penalty. This service allows us to assist DPT in collecting funds and gives the customers more flexibility in how and when they pay their DPT citations. It is the customer's choice, however, so the customer need not accept your offer. If the customer does accept the service, add the transaction in TIMS to reflect the payment of these citations. Print out the TIMS receipt for the customer and for our files after you complete the transaction.

OPTION OF PAYING FOR TICKETS WHEN VEHICLE NOT TOWED

AutoReturn offers customers the convenience of paying for citations even if the vehicle was not towed. This service allows us to assist DPT in collecting funds and gives the customers more flexibility in how and when they pay their DPT citations.

If the customer does accept the service, following is the process:

1. A new DR # should be created by clicking on the "New" button on the Call Worksheet and the following data selections should be used:
 - Account = "AR" – "AutoReturn" [do not select DPT or SFPD as we do for most of our tow entries]
 - Reason Code = "TICKETS-ONLY" [new reason code created to be used only when ticket payments are being collected for vehicles that we have not towed]
2. After selecting the account and reason code value, the user should click on save to generate the new DR #.
3. After the DR # has been generated, the user should enter the vehicle information based on the data in eTIMS. At a minimum, the license state and number must be entered. It is also a good idea to enter the vehicle make and body values. The user does not need to enter the full VIN. Entering the last 4 digits of the VIN is sufficient.
4. After the vehicle information has been entered, the user must complete the "Log" tab information. To do this, select the "Unknown" selection for both the "Driver" and "Truck" pull-down selection fields and click on the "Dispatch" button. Then, click on the "Complete" button and click the "Save" button to complete the tow entry.
5. After completing the tow entry, the payment can then be processed. There is a new service price item that should be used **ONLY FOR COLLECTING PAYMENTS FOR VEHICLES THAT HAVE NOT BEEN TOWED**. The new service price item is:
 - Service Price Item = "\$Tickets – Non-Towed Vehicles" [new selection]
6. The user should add a single service price entry for the total amount of the tickets being paid using the new service price item. The invoice can then be created and the payment posted as normal.

REGISTRATION AND TICKETS

The DMV (and therefore DPT) allows a person 10 days to register a recently purchased vehicle in their name. If they register the vehicle by this deadline, this relieves the buyer of any responsibility for citations on the vehicle prior to their purchase. Note that this means a person has that much time to register the vehicle. However, it **does not** mean a person can drive the vehicle and it should not be parked on public property. The car should be parked on private property. Simply taking it off a dealer's lot, off the auction lot, or away from the private party opens up the person to being towed for non-registration. The buyer should leave the vehicle parked where it is until they get the registration. An exception is made if the driver has paperwork authorizing moving/operator/temporary registration. These forms of registration allow the customer to drive the vehicle based on the time frame defined on the paperwork.

If the vehicle was towed by DPT for registration *after this 10-day period*, the customer must pay for any existing citations. If the customer wants to be exempt from this, they must prove they registered it within 10 days of purchase in order to get a Citations Status Form from DPT relieving them of the requirement for citation payment (all this must be dealt with at the DPT office, not with us). The customer should be directed to go to 1380 Howard to handle this issue.

If a vehicle is towed for citations, and it is not yet registered to the owner, whether it is within the 10-day grace period or after, the customer is responsible for the citations. DPT will require the customer to pay for these citations and will not waive them.

If the vehicle was towed by SFPD for non-registration, it is considered a moving violation. The police will not waive the fees in this case since the vehicle was legitimately towed for non-registration.

CITATION ON VEHICLES

As a courtesy to customers, remember to alert customers to the fact that there will be a citation on their windshield when they pick up their vehicle. Let them know that we are unable to take payment now since the citation is not yet in our system. The reminder helps alleviate the irritation they feel when they pick up their vehicle and find the citation.

If a vehicle was stolen and the customer asks for exemptions on citations accrued during that time, let them know they will need a stolen vehicle report (obtained from the 4th floor at 850 Bryant Street). They will need to take this report to DPT to request exemption from the citations.

CITATION STATUS FORM

DPT issues Citation Status Forms for various reasons. This form relieves the person referenced on the form from responsibility of Citations payments. This form can be given out for:

- Project 20 (Charity payment-in-kind)
- Repossessions
- Newly purchased vehicles prior to the 10-day DMV registration deadline
- Other reasons based on DPT discretion

6 VOUCHERS AND GIFT CARDS PROCEDURES

All vehicles located at Pier 70 must be accessible to customers at all times. In light of this, we have procedures which enable us to send customers to Pier 70 both during and after official business hours (see the Vehicle Release section). This section addresses the voucher and gift card handling.

PROCESSING OF VOUCHERS AND GIFT CARDS

Cab vouchers are for customers who do not have transportation to Pier 70 during normal business hours. Cab vouchers are offered between these times:

Monday thru Friday: 8am-5:30pm

Saturday: 8am-12pm

Outside these business hours, gift cards are offered to customers who will retrieve their vehicle the following morning. If the customer refuses to accept the gift card and insists on retrieving their vehicle that same night, AutoReturn employees will follow the necessary steps to ensure their vehicle is retrieved.

Vouchers and Gift Cards

Customer Service/Dispatch has a lockbox which contains a set number of cab vouchers and gift cards. The supervisor and team leads are responsible for the contents of the lock box. They must also ensure that the cab vouchers are accessible to employees throughout the week (Monday thru Friday). Vouchers and gift cards may be replenished by the Accounting Department. A daily audit will be performed by the Accounting Department.

Taxi Voucher Process:

A **tracking sheet** is provided for the vouchers. This tracking sheet must be completed before using the voucher.

- Once you have determined that your customer needs to use the Pier 70 taxi service, take a voucher from the clear plastic container kept at the customer service windows.
 - i. Cab vouchers must be used in sequential order.
- b. Write the customer's name in the "Transportation For" column.
- c. Put your name and employee number in the "Issued By" field.
- d. Add today's date in "Date" field.
- e. The "Company Name" field should be pre-printed with AutoReturn. If not, write this in.
- f. The "Trip Started At" field should read 450 7th Street.
- g. The next line "Then To (1)" should read Pier 70.
- h. The next lines "Then To (2)" to "Then To (5)" should be marked out. If not, please do so.
- i. In the blank box between Meter Fare and Total Fare, there should be a 0 and a stamp in red of "Cash Tip Only". AutoReturn is not responsible for the tip. The customer may choose to pay a tip, but this is at their discretion.
- j. Explain to the customer that the voucher is good only for the customers/passengers listed on the voucher and that the voucher is only good for the direct trip from 450 7th Street to Pier 70 for vehicle pick-up on this day during Pier 70 business hours.
- k. Ensure the customer is aware the Yellow Cab and DeSoto cab companies are NOT part of our selection of cab companies. If they take one of these cabs, we will not reimburse them.
- l. Call City Wide (the dispatch company we use) @ 920-0711 and inform them that you have Mr. /Ms. (Name) at AutoReturn (450 7th Street) awaiting a ride to Pier 70.

- m. On the Voucher Tracking Sheet, write down the date, the employee name and ID number, and the DR number.
- n. **Make a copy** of the voucher directly on the invoice (you do this by placing the voucher on top of the invoice and copying them together).
- o. Hand the customer the voucher and explain the cab will pick them up in front of 450 7th Street. Instruct them to hand the voucher to the taxi driver. The driver will complete it the voucher, handing the yellow copy to the AutoReturn Security person at Pier 70 (who will turn them in to Pier 70 administrative staff. Note: It is important to keep the yellow copies for accounting purposes). The taxi driver keeps the white copy for City Wide Dispatch records.
- p. When cashing out, ensure the copy of the voucher/invoice is filed with your paperwork. File the copy of the voucher/invoice in the Accounting filing bin labeled as "Voucher/Gift Cards" located in the Cash Office above the waiver paperwork.

IMPORTANT NOTE: Vouchers are like cash. Please ensure they are all kept together, that they are kept in order, and that they are only used when necessary.

Here is an example of properly completed invoice with a cab voucher:

Invoice

From: 4155511226 Page: 1/1 Date: 8/9/2006 2:02:05 PM

Page 1 of 1

AutoReturn
San Francisco AutoReturn
850 Bryant Street -- Room 143
Hall of Justice
San Francisco, CA 94103
415-621-8605

Bill To:
TESSA JANE HEDSTROM
248 GOLDEN RIDGE AVE
SFRASOPOL CA 95472
CA 97954589

Invoice Date: 08/09/2005
Invoice#: 202214
DR / Log #: 0508080213
Released By: jingleton

Make	Model	Color	Body	License	VIN
HOND		BLCK	2D	CA 50KC345	

Vehicle Towed From
73 PARADISE ELK San Francisco

Call No	Account	Reason	Description	Tow Date	Storage Out Date
0000000102970	SF-PDX 0508080213	REC/853	Recovery	08/08/2005	08/09/2005

Call Taken	Completed	Time Out
10:15:00	17:25:00	11:00:00

Driver	Truck	Quantity	Service Description	Service Price	Total
PTS	PTS	1.0	Passenger 1st 20 Hr. af 4 Free	29.25	29.25
PTS	PTS	1.0	\$-Tow Passenger Vehicle	184.75	184.75
				Sub Total	214.00
				Net Total	214.00
				Amount Paid	214.00
				Credit Card	214.00
				Balance	0.00

Approval Code: 016332

Released To: TESSA JANE HEDSTROM

Signed _____ Date _____

Driver License Number _____

NO REFUNDS OR RETURNS. BY LAW YOU CAN PROTEST
A CITY AND COUNTY OF SAN FRANCISCO VEHICLE
TOW. YOU MUST REQUEST A HEARING WITHIN 30 DAYS
FROM DATE OF TOW.
SFPD (415) 553-1619
OPT (415) 255-3957

CITY WIDE DISPATCH
2121 EVANS AVE. "A"
SAN FRANCISCO, CA 94124 (415) 920-0711

ISSUED BY: Jessica 72
DATE: 8-9-05
COMPANY NAME: AUTO RETURN
TRIP STARTED AT: 850 BRYANT ST.
THEN TO (1): PIER 70
THEN TO (2):
THEN TO (3):
THEN TO (4):
THEN TO (5):
FOR DRIVER'S USE
NAME: CAR NO:
PAYROLL NO: TOTAL FARE:

19967

PAID

Gift Card Process:

A **tracking sheet** is provided for the gift cards. This tracking sheet must be completed before using the gift card.

1. Once you have determined that your customer is entitled to a gift card, take a gift card from the stack kept at the customer service windows.
- ii. Gift cards must be used in sequential order.

Here is an example of properly completed invoice with a gift card:

Invoice

**Auto
Return**
San Francisco AutoReturn
850 Bryant Street -- Room 145
Hall of Justice
San Francisco, CA 94103
415-621-8805

Bill To:
CYNTHIA MARIE STRATTON
1751 S NORFOLK ST
SAN MATEO CA 94403
CA 05822970

Invoice Date : 08/06/2006
Invoice# : 201802
DR / Log # : 0606280006
Released By : emagayanes

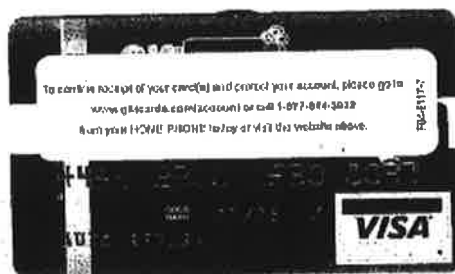
Comments: PU WHITE CHEV PIER 70 GRAY 39

Make CHEV	Model SILVERADO	Color WHIT	Body PU	License --NO PLATE	VIN 1GCGK29U0YE133057
Vehicle Towed From 1058 VAN NESS GEARY San Francisco			Lot Name 2 - Pfor 7	Lot Section Gray	Tag # 39
Call No 0000000093959	Account SFPDX 0508280006	Reason FEE/14801	Description Unlicensed Driver	Tow Date 08/28/2005	Storage Out Date 09/09/2005
Call Taken 04:22:00	Completed 05:15:00	Time Out 18:28:00			

Driver	Truck	Quantity	Service Description	Service Price	Total
GGT	GGT	3.0	Passenger 1st 20 Hr. of 4 Free	35.00	98.50
GGT	GGT	37.0	Passenger 1st 20 Hr. of 4 Free	35.75	1367.75
GGT	GGT	1.0	\$-Transfer Fee-2nd Tow	21.75	21.75
		1.0	Lien Fee	50.00	80.00
GGT	GGT	1.0	\$-Tow-Passenger Vehicle	181.75	181.75
GGT	GGT	1.0	\$25-AR Valet Service	25.00	25.00
Sub Total				1734.75	
Net Total				1734.75	
Amount Paid				1734.75	
Credit Card				1800.00	
Cash				234.75	
Balance				0.00	

Sign your Card now!

Not valid without your signature



IRS. BY LAW YOU CAN PROTEST
F SAN FRANCISCO VEHICLE
TEST A HPAIRING WITHIN 30 DAYS

PAID

Control Numbers

Customer Service and Dispatch each have a separate control number for the cab vouchers and gift cards. Cab vouchers and gift cards should **not** be interchanged unless it is an emergency (see your supervisor or team lead). Please keep all vouchers and gift cards in their assigned locations.

7 WAIVER PROCEDURES

WAIVING STORAGE FEES

Storage fees are waived only if the customer arrives within 15 minutes after the storage fees have increased and *only* if the customer asks for it – this should not be done automatically. When the adjustment is made, be sure to add a note in DTS explaining that they asked for it.

You should do the adjustment at the time of invoicing. Use the service billing item called Adjustment. To waive the fee, add the Adjustment service item to the list of services prior to creating the invoice. Type in the amount for the Adjustment service item using a negative amount (ex. -35.75). When you create the invoice it will calculate the amount automatically minus the adjusted fee.

PROCESSING WAIVERS

NOTE: Please see the Police Procedures Plan for more detailed information on processing waivers.

Waivers can be issued from the San Francisco Police Department (from STOP or the department which authorized the tow), from the Department of Parking and Traffic, or by one of these agencies on our behalf. Please verify which agency is covering the waived dollar amount and add the appropriate service item when creating the invoice.

The name on the waiver must match the name on the customer's Driver's License.

The customer is responsible for any fees outside of the dates covered by DPT/SFPD/AutoReturn.

The customer must have the original waiver; copies are not allowed. An original has a control number in the upper right hand corner, printed in red.

When waivers are used to pay for storage, *maximum days of storage do not apply*. The waiver covers the storage fees based on the dates written on the form, but we are not compensated for these in some cases (such as investigative holds). The customer is responsible for all days of storage after the date listed on the waiver and is not entitled to the maximum storage day limit we have set for the three lien types.

Waivers are the same as money – ensure these are attached to the invoices during your shift. When cashing out, ensure you place the waivers in the slot designated for them on the cash-out desk. Do not throw them away when you cash out at the end of your shift.

8 STORAGE FEE PROCEDURES

DTS STORAGE CALCULATION ISSUES

Follow these procedures to ensure we charge storage fees correctly:

1. Verify that the Time In date/time matches the complete time and date on the Log screen.

2. Verify also that the complete date is the same date as the Call Taken date – it should be on the same day, within an hour or two. Exceptions are tows that are dispatched prior to midnight and completed after midnight which is technically the next day.
3. Verify that the storage charges on the Invoice screen match the number of days the car has been in storage.
4. If these amounts are not correct, and you see that the Time In date/time is incorrect, you will need to put the vehicle back in storage to calculate correctly. Follow these steps:
 - a. Write down the lot location (cone) and key number since *this information will be lost* when you put the call back in storage.
 - b. Write down the complete time/date in the Log screen.
 - c. Delete each service currently listed in the Invoice section. Save.
 - d. Put the vehicle Back in Storage (on Storage screen). Save.
 - e. Press the Accidentally Stored button in order to remove the incorrect Time In. Save.
 - f. Enter the correct date/time in the Time In field. Save.

From this point on, you should follow regular procedures for releasing a vehicle.

DATE/TIME OF ORIGINAL TOW FOR FEE CALCULATION

When customers ask for their total fees, it is very important that you give the customer the calculation based on the original Tow Complete time. The best way to do this is to use the View Storage Charge button, which automatically figures the charges.

To tell a customer when the storage charges will increase, you should check the Log page for the **Completed** time. This is the time that triggers the calculation of storage charges. Sometimes it is different than the **Time In** field on the Storage page. This happens when the vehicle is transferred. One clue that the Time In date/time is different than the original is to look at the Tow Date, which is always at the top of the tow record. When this is different than the Time In date/time, it means the vehicle was transferred and you should look at the Log page for the correct Complete time/date.

CUSTOMER RESPONSIBILITY FOR STORAGE FEES AFTER RELEASE OF LIABILITY

If the customer releases liability of the vehicle to us by signing over title to us, we will stop accumulating storage fees immediately. Otherwise, storage fees will continue to accrue while we go through the lien sale process. If the auction price of the vehicle is less than the total fees the customer may be responsible for the balance. AutoReturn has partnered with The Rickenbacker Group to provide collection services for outstanding fees owed by customers, known as Deficiency Claims.

More information to follow in this section....

9 OWNER REQUESTED TOW PROCEDURES

TOW OUT - ATTENDED

A Tow Out – Attended is when we tow from our storage lot to a customer's requested destination (note that there are added fees if the destination is outside San Francisco) and the customer is on site at the Customer Service Center. The fee is \$80. This service is distinguished from the Premium Service Towback, which can also be defined as a Tow Out – Unattended (the customer is not at the Customer Service Center). See section 10 for more information on the Towback.

Note that on Auction days, the Tow Out - Attended fee is at a reduced rate of \$65. Mileage is free within San Francisco. Outside of San Francisco, the fee includes 5 miles, plus bridge toll (\$5 for Golden Gate Bridge, \$3 for all other bridges). Every mile after the first 5 miles is \$5.

Tow Outs should be added to the invoice as a service item. There is Service Billing item specifically for this service labeled Tow Out Attended. Ensure you get the accurate and complete destination address from the customer.

OWNER REQUEST TOW

An Owner Request is a dispatched tow specifically from one destination to another or a dispatched tow that turns into a service call. In the former situation, a customer calls Dispatch to request a tow within San Francisco from an origination point outside of AutoReturn storage lots, to the customer's requested location. This tow does not originate *or* end at AutoReturn. The current fee for this is \$125. Mileage is free within San Francisco. Outside of San Francisco, the fee includes 5 miles. Every mile after that is \$5.

Owner Request tows should be released the same as regular tows. There is Service Billing item specifically for this service. Make sure you release these vehicles from the system, apply payment, save, and print the receipt. The receipts should be included in your cash out procedure.

CUSTOMER REQUESTS FOR TOW-OUT AT PIER 70

If a customer wants to have their insurance company come to pick up their car at Pier 70, they are allowed to do so. We do not charge a fee to allow them to do this. The tow company must come in the same day the customer pays. Otherwise, the tow company will be charged any extra storage. Tow-outs on Auction day are \$65.

10 PREMIUM SERVICES

AutoReturn offers premium services for which customers will pay an extra fee.

CREDIT CARD BY PHONE AUTHORIZATION

1. Cost: \$25
2. Customer: must be DPT tow
3. Lot: 7th Street only
4. Hours: 24x7
5. Instructions for Customer Service:
 - Use the designated Phone Authorization credit card machines **only**. Ensure you put notes in the DTS record indicating that the customer was charged for the Phone Authorization. Use this form for this procedure. H:\Customer Service\Premium Services - CC Authorization Checklist.doc.
6. Instructions for customer:
 - The person picking up the vehicle should get a receipt of the transaction at the Customer Service center. With this receipt, the customer can then proceed through to the storage lot. The customer will need to provide his/her driver's license and the vehicle keys.

TOWBACK

- Cost: \$125 + mileage if outside SF
- Customer: must be DPT tow
- Lot: 7th Street only
- Hours: 24x7
- Instructions for Customer Service:
 1. CS must complete valet checklist H:\Customer Service\Premium Services - Towback Checklist.doc.
 2. Let the customer know the total charge (towing, storage, Towback fee, citations, lien, dolly, transfer, mileage)
 3. Ask customer for all appropriate information:
 1. Name as printed on credit card
 2. **Billing address** (street number and zip code). This is verified through AVS (Address Verification System) so let customer know it must be their billing address.
 3. CCV code on back of credit card (last 3 digits in signature area) or on the front for AMEX cards
 4. Phone number for immediate call back
 5. Destination address

Note: Do not write down the entire credit card info on the Checklist or on any other piece of paper. Instead, use MS Word, Excel or other program to type in the number and then delete it after a successful charge. Only the first four and last four digits of the credit card should be written on the Checklists.

4. CSDR charge credit card for all towing and storage charges plus \$125 premium Towback fee
5. Write the words "phone authorization" on the credit card receipt
6. Time Out vehicle in record
7. Add all appropriate towing and storage charges. *Do not add \$125 premium service here (it will be added into the Copy Call later).*
8. Release vehicle with approval code for complete credit card charge
9. Copy call
10. Make, Model and Customer information will appear in the new copied call
11. In Account field, choose OR for Owner's Request
12. In Reason field, choose OR-Tow
13. Enter destination into Destination section (lower left of the screen); save call
14. Call Dispatch to let them know there is a Towback to dispatch; give them new log number
15. Once Dispatch enters the tow company and saves it to Services (with no storage charges), CS can Time Out the record
16. Add service (\$125 – Towback)
17. Invoice and Release vehicle with information and approval code from original record
18. Call dispatch to have them print the Release
19. Invoice should be given to TTO to have customer sign. This Invoice should be returned to Customer Service for filing
 - TTO will get customer's signature on the Invoice
1. Instructions to customer:
 - "The tow truck operator will tow your vehicle back to you within the next hour. When he arrives, you will be asked to give the Tow Truck Operator your credit card for imprint, sign a credit card receipt and the AutoReturn release."

11 INVOICE AND PAPERWORK PROCEDURES

INVOICE PRINT OUTS

Print **three** copies of the invoice, one for the customer to keep, one for the customer to give to the Storage Specialist, and one to keep for Cash Out. Make sure that you keep all remaining paperwork together as needed (waivers, releases, receipts, voucher or gift card copies).

CUSTOMER INFORMATION

Do not leave sensitive customer information lying around, such as faxed credit card authorizations. If you have no need for this information, place it in the gray Confidential bin. This bin will be collected and the contents shredded. If you see customer information lying around and you cannot match it with an invoice, put it in the bin.

Customers can fax credit card information in advance of a customer picking up the vehicle (an example is a parent paying for their son's/daughter's fees). This information should be filed only in the Credit Card Authorization folder and will be kept up to 24 hours. After this point, it will be placed in the Confidential bin by a supervisor.

CREDIT CARD RECEIPTS

If you staple credit card receipts to the invoice, remove credit card receipts from the invoice and put them all together with the calculator tally and batch-out record. Remember that signed credit card slips are the same as cash. Keep track of them and ensure you have all of your paperwork at Cash Out.

LOG NUMBERS ON PAPERWORK

You are responsible for writing the DR number on every piece of paper associated with a release. This includes vouchers, releases, lien paperwork, etc. When paperwork is missing DR numbers we then have to try to find the DR number before it can be filed.

In order to make this process easier, leave your paperwork in your folder in the Cash Out room every night. We will review the paperwork to make sure the DR numbers are on each piece of paper.

This is such an important step that it is included in the CSDR performance evaluation, so ensure you are both writing on the paperwork and filing your paperwork in your folder for our review.

UNPOST INVOICE

There are times when it is necessary to unpost an invoice.

Instances requiring unposting:

- Customer service representative released incorrect vehicle and must put the vehicle back in storage
- Customer payment is denied (check or credit card)
- Other reasons

Dean Driver, Stephani Martin, and John Pendleton are able to unpost an invoice.

Steps for unposting:

1. Record Invoice number
2. Call Dean Driver to request unposting.
3. If he is not available, call Stephani Martin or John Pendleton.
4. Once Invoice is unposted, add Notes to the record detailing reason for unposting.

Note: If Invoice has not yet been paid, the Invoice can be unposted in the system without management.

5. If no one is available and unposting is not critical to resolving the immediate customer's accurate release, leave a voice mail for Dean indicating the correct vehicle was released and incorrect vehicle requires unposting.

In any instance, remember to post a Note detailing the reason for unposting. This pertains even to unposting that is done after Services and before Release (when the CS Rep can do it her/himself).

12 PERSONAL PROPERTY

All property in stored vehicles remains in the vehicle until the customer comes to claim it or until AutoReturn takes possession of the vehicle after the lien process is complete. AutoReturn's objective is to efficiently and ethically dispose of unclaimed personal property obtained as a result of vehicle disposal. Property not retrieved by the vehicle owner by the Lien Clear date is considered to be forfeited by the vehicle owner. AutoReturn policy is that all salvageable property contained in the vehicle after the Lien Clear date is donated to charity organization(s). The current donation recipient is San Francisco's local Salvation Army.

The exception to this policy is that unattached objects perceived to be of high value may be removed with Supervisor approval. Storage Specialist will notify a supervisor when items of value are in a vehicle. If the vehicle is unlocked, or the key is available, the property is then removed, inventoried, and stored securely for safekeeping. This is one of the few instances in which AutoReturn employees enter a vehicle. (Storage Specialists may also enter a vehicle to turn off lights or hazards to preserve a vehicle's battery power).

12.1 INVENTORY OF PERSONAL PROPERTY

AutoReturn performs an inventory of every vehicle that arrives in its storage lots. This inventory is performed by the Storage Specialists. The information gathered from the inventory includes:

- Marks on vehicle
- Damage on vehicle
- Contents of vehicle (observed through windows)
- High-value item inventory location

If high-value property is removed from a vehicle for storage, a note is written on the windshield as a reference.

All other personal property (clothing, CD's, etc.) remain in the vehicle until the Lien Clear date. At this time, the vehicle is cleaned for disposal or auction. The property is then removed and placed in a storage area. Unclaimed property is donated weekly to the designated charity organization(s).

12.2 INVENTORY MANAGEMENT

Inventory management of vehicle contents is limited to the written inventory on every stored vehicle and the storage of high-value property.

12.3 INTERNAL THEFT OR DAMAGE

In the course of investigating claims for damage or theft, if any employee is found to be involved and/or responsible, that employee will be disciplined up to, and including, termination and the filing of criminal charges.

13 VEHICLE RELEASE PROCEDURES

24-HOUR VEHICLE RELEASE FROM PIER 70

Vehicles located at Pier 70 are accessible to customers at all times. All vehicles must be released to customers within one (1) hour of release at the Customer Service Center.

When releasing Pier 70 vehicles ask customers if they are the one who will actually pick up the car. This is especially important if an insurance company will be picking up the car. They may have to pay extra storage charges and we do not want this to be a surprise. Verify who will be picking up the car, and when. Remind customers that if the car isn't picked up that day or by the next morning before 11AM the person who picks it up will be charged extra storage.

Business hours are Monday through Friday, 8am to 5pm; Saturday, 8am to 12pm

Customer Service / Dispatch Policy Manual

Time of Day	CSD Center – Closes at 8pm and staff will move to 7 th St.	7 th Street	Pier 70
Business hours (M-F, 7am -6pm, Sat, 8am -12pm)	<ol style="list-style-type: none"> 1. CSDR releases vehicle to customer 2. CSDR asks customer if they will be picking up their own vehicle. If not, CSDR should make a note that another party will be picking up the vehicle. CSDR should alert the customer that the other party will have to pay extra storage charges if the vehicle is not picked up within 1 hour. 3. CSDR asks customer if he/she has transportation to Pier 70 <ol style="list-style-type: none"> a. If customer does, CSDR gives customer map b. If not, CSDR gives customer taxi voucher 4. Customer Service calls taxi. Customer will wait for taxi at the passenger loading zone outside 450 7th Street. 8. Unclaimed vehicles are noted in DTS to ensure storage charges are added when vehicle picked up. 	n/a	<ol style="list-style-type: none"> 5. Admin runs Released Vehicle report in DTS in at least 15 minute intervals. 6. Admin requests newly released vehicles to be pulled by S.S. 7. List of unclaimed vehicles is sent at end of business day to customer service
After business hours	<ol style="list-style-type: none"> 1. CSDR releases vehicle to customer 		

Customer Service / Dispatch Policy Manual

Time of Day	CSD Center – Closes at 8pm and staff will move to 7 th St.	7 th Street	Pier 70
	<p>2. CSDR offers options, <i>in these order</i>, to customer:</p> <ol style="list-style-type: none"> The customer can pick up the vehicle by the next morning with no additional fees. The customer can pick up the vehicle on his/her own the next <i>business</i> day and we will offer a \$25 gift card incentive. The customer may wait for the vehicle to be retrieved from Pier 70. This may take up to an hour. <p>3. If customer chooses to retrieve vehicle immediately, the CSDR will contact Pier 70 to have the vehicle brought to 450 7th Street.</p>	<p>4. Storage Specialist from 450 7th Street re-locates to Pier 70 from 6:30pm to 10pm.</p> <p>5. TTO and SS drive to Pier 70, search for vehicle, pull our vehicle from storage, load vehicle on tow truck and return to 7th Street.</p> <ol style="list-style-type: none"> If vehicle located in Ford building, SS should get key from Guard and turn it back to him when finished. If vehicle is not found after a set amount of time, TTO and SS will return to 7th Street without vehicle. SS should radio CSDR to alert them that vehicle could not be found. If vehicle is found to be inoperable, TTO and SS will return to 7th Street without vehicle. SS should 	

Customer Service / Dispatch Policy Manual

Time of Day	CSD Center – Closes at 8pm and staff will move to 7 th St.	7 th Street	Pier 70
	<p>6. If the customer chooses to pick up the vehicle the next day, the CSDR should hand the customer their PAID Invoice stamped with the next day's date, a map to Pier 70 and instruct the customer to pick up the vehicle by 11am the next <i>business</i> day. In these cases, the customer would go directly to Pier 70 the next <i>business</i> day. Storage charges will accrue after 11am that next business day if the vehicle has not been picked up.</p> <p>7. If vehicle is noted in DTS as Inoperable, customer must wait until the next day to pick up vehicle.</p> <p>i) If customer chooses the towout option, CSDR will charge \$80 towout fee and vehicle will be towed to customer's chosen location by 11am the next day (any day of the week).</p> <p>ii) If the customer chooses to have their own tow company retrieve vehicle, the company may come by 11am the next day (any day of the week). Tow company must be a valid, approved tow company and should be noted in DTS. Non-valid tow companies will not be allowed on A/R property.</p>	radio CSDR to alert them that vehicle could not be retrieved.	

LOCATING VEHICLES ON SHORT TERM LOT

During peak times, there may be delays in vehicle information entry. As soon as you have confirmed that the vehicle is not in DTS then you should let the customer know that there is a slight delay due to the volume of the vehicles coming in. Tell the customer that you will contact the storage lot to track down the information to give them reassurance that you are working on their behalf.

Ask for the customer's name. That way when you call the customer back to the window, you can do so by name rather than car make/model.

If Dispatch is unable to find the vehicle, call Tow Desk to verify it was towed and find out the location/reason of tow. If the Tow Desk has the tow, ask Dispatch to review their paperwork.

It is our responsibility to find the car if Tow Desk says that we should have it. You can request that a Storage Specialist walk the lot to look for the car, but you must make sure you have accurate information on the vehicle before requesting this assistance.

If Dispatch gives you a time estimate for entering the paperwork into DTS, *overestimate* the time to the customer. So if Dispatch says it will take 5 minutes, tell the customer it will take 10 minutes. That way, when it happens sooner than that, the customer is pleasantly surprised. It is important to under promise and over deliver.

If the customer is on the phone, do not ask the customer to call back. Get their number and tell them you will call them back.

DPT TOW RELEASES

Follow these steps for DPT Tow releases (see the Customer Service Training Guide for more detailed instructions):

1. Customer must present a valid Driver's License and should either be or know the registered owner (verify during the transaction)
2. Check DTS for plate number, VIN number, or the make and the date of tow
3. Check TIMS to determine whether or not there are citations and if the vehicle is listed as towed
4. Collect payment
5. Release vehicle from DTS
6. Print receipts
7. Give customer 2 receipts (one for their records and one for the Storage Specialist)
8. Release from TIMS (note: if the vehicle is not yet in TIMS, continue to check in TIMS prior to your shift end to release the vehicle)

DPT TOW RELEASES WITH CITATIONS

When releasing a DPT towed vehicle, check for citations and follow the steps outlined in section 5 of this Procedures Guide.

If the customer was towed for citations (Scot/651.I – Outstanding Citations), the customer must pay for all outstanding citations or must show proof of payment with an itemized DPT or DMV receipt. If there are still over 5 outstanding citations, the customer must pay these.

The customer may also present a Citation Status Form, which exempts the customer from paying the Citations that are due.

DPT TOW RELEASE FOR NON-REGISTRATION

If a customer was towed for non-registration (Scof/651.O – Non-Registration), the customer must present either a current registration or a DMV temporary moving permit or operator's permit.

Copy the registration or moving permit for the file.

Note that if there are 5 or more citations on the vehicle prior to the registration date, these must be paid by the customer. DMV and DPT requires that these be paid since the vehicle was not registered prior to the tow or within the 10-day window, or was parked on public property during that 10-day window.

Follow the steps outlined in section 12.3 for release.

SFPD TOW RELEASES

For vehicles towed by the SFPD and not on Hold, the customer must present a vehicle Release from SFPD (obtained from any San Francisco police station or STOP, room 154). Identification is required. See the Police Procedures Plan for specific instructions on Release forms.

The Driver's License must match the name on the vehicle release. The vehicle information in DTS must match the information on the Release.

Once the proper Release is received from the customer, follow the steps outlined in section 12.3 to release vehicle in DTS.

SFPD RELEASE FORMS

Review any SFPD Release forms given to you by the customer. Ensure that if a vehicle is on Hold, that the release comes from the STOP department or the appropriate department that put the vehicle on hold. STOP department holds have a serial number located in the upper right corner of the document. In addition, the Unit/Co. letter will be K and the Release Issued By will be one of the names on the authorized name list posted in Customer Service. All other units are police stations and are **not** valid for Hold releases.

If the vehicle was towed by the Police Department and does not have a Hold, the customer must obtain a Release from Southern Station (or STOP as well if their office is open).

All Release forms must be signed by the customer.

If the Release is being dropped off for later use, add Notes in the record which includes the fact that the Release is on file and add the name of the person on the Release. This last step is important since the vehicle should only be released to this person, the exception being insurance companies picking up on behalf of the customer.

NOTE: Vehicles towed for any of the following reasons also require a release from STOP, room 154:

- Arrest
- 23152 (DUI)
- 22655 (Evidence)
- 12500A (No License)
- 14601 (Suspended License)
- 4462B (Altered VIN or Registration)

- Scof/4000A (Expired Registration)
- Scof/651.O (Non-registration)
- Scof/651.I (Outstanding Citations)
- Any vehicle with a Hold by SFPD

POLICE RELEASE FOR PROPERTY

See the Police Procedures Plan for information on handling Property Releases.

POLICE DEPARTMENT UNMARKED VEHICLE RELEASE

The San Francisco Police Department has unmarked/undercover vehicles that are occasionally towed for routine towing reasons. The following is the process for release of these vehicles:

Monday through Friday, 0600 to 1800 hours:

- The undercover officer must contact SFPD Fleet Operations and notify them of the tow.
- The officer will proceed to 450 7th Street and identify themselves and the department vehicle. The officer must present a PD-issued identification card.
- AutoReturn Customer Service Dispatch Representative will contact SFPD Fleet Operations at (415) 553-1221 to verify that the vehicle is an SFPD vehicle.
- Once verification is made, the CSDR will process the release with a waiver payment. The CSDR will print the release and have the officer sign it. The CSDR should add Notes in the record detailing the transaction.
- The CSDR will fax the signed release to SFPD Fleet Operations at (415) 553-1223, attention Officer Rich Lee.
- SFPD Fleet Operations will produce the waiver by the next business day. The contact for waivers is Officer Rich Lee, who is responsible for ensuring the waivers are submitted to AutoReturn.

After business hours:

1. The undercover officer must contact SFPD Fleet Operations and notify them of the tow.
2. The officer will proceed to 450 7th Street and identify themselves and the department vehicle.
3. AutoReturn Customer Service Dispatch Representative will contact SFPD Fleet Operations at (415) 553-1071 (note the different number from the business hours directions) to verify that the vehicle is an SFPD vehicle.
4. Once verification is made, the CSDR will process the release with a waiver payment. The CSDR will print the release and have the officer sign it. The CSDR should add Notes in the record detailing the transaction.
5. The CSDR will fax the signed release to SFPD Fleet Operations at (415) 553-1223, attention Rich Lee.
6. SFPD Fleet Operations will produce the waiver by the next business day. The contact for waivers is Officer Rich Lee, who is responsible for ensuring the waivers are submitted to AutoReturn.

INSURANCE RELEASES

When a vehicle is a stolen recovery or an accident tow, it is likely that the customer will have their insurance company pick up the vehicle. Ask the customer if they are picking up the vehicle or if their insurance company is doing so. If the insurance company is picking it up, put this information in the Notes section of the record. Remind the customer that if the vehicle is not picked up the same day, the insurance company will have to pay extra fees.

Customers can bring in a police release on their car so that the car can be picked up by an Insurance company later. When this happens, record this information in the DTS Notes section. The Notes section is the only way we know this release is on file. This allows us to pass on the release information to the Insurance company when they call and eliminates searching for the release when they come to the window.

TYPE II/V VEHICLES

Be careful not to release Type II or Type V vehicles as Passenger Cars. Make sure you check the type of vehicle (located on the Storage screen at the top right) to verify which kind of vehicle it is before you add the Service/Billing item.

14 CRIME LAB PROCEDURES

LOCATION OF SFPD CRIME LAB

The location of the SF Police Department's Crime Lab is adjacent to the Customer Service Center. It is off-limits to the public and to non-designated AutoReturn employees.

CRIME LAB RELEASES

When a customer is notified that their vehicle is ready for release from the Crime Lab, they will come to AutoReturn assuming the vehicle is ready for pick-up. However, often their car will need to be "transferred" from the Crime Lab to AutoReturn (it will need to be moved from the Crime Lab area to AutoReturn's storage area). Ask the customer to wait while you find out the transfer time of the vehicle. Explain to the customer that even though it is authorized for release, there is a process to transfer it from the Crime Lab. Contact the Crime Lab for the transfer date and/or time.

If Crime Lab responded in person, the vehicle should be transferred within an hour. If Crime Lab did not respond you have to leave a message, it may take 2 or more hours before the vehicle is transferred. If this is the case, please let the customer know this and tell them they should not wait around. Ask for the customer's contact number and let them know you will call them when the vehicle is available for pick up.

Note also:

- The CSDR should change the Service Type and Lot/Section in DTS to 7th Street from Crime Lab and charge the Transfer Fee so that you can release the vehicle.
- Let the customer know it might take more than an hour to have the vehicle transferred. **Do not** release the vehicle until you get confirmation that the car has been moved. Apologize to the customer and ask the customer to wait while we contact Crime Lab to do the transfer. Let them know that often the PD inspector notifies the customer before we are notified that the vehicle is ready.

CRIME LAB STORAGE CHARGES

We do not charge storage fees for the time a vehicle is stored at the Crime Lab. We will, however, charge for storage for the time period in which it is on AutoReturn property. If storage is accrued on the vehicle for just Crime Lab or for both Crime Lab and A/R, you should do an adjustment to credit the storage accrued at Crime Lab.

Other clarifications regarding Crime Lab:

1. Black and White tows are always courtesy tows. We will not charge any towing or storage fees for these vehicles.
2. Undercover/City vehicles on hold for Investigation are courtesy tows. We will not charge any towing or storage fees for these vehicles.
3. Undercover vehicles towed for reasons other than investigation (i.e. towaway, yellow zone, etc.) should be charged tow and storage. They will need to either get a waiver for release or pay the fees. Please see section 12.9 for more information.
4. City vehicles towed for reasons other than investigation (i.e. towaway, yellow zone, etc.) should be charged tow and storage. The person picking it up will need to either get a waiver for release or the owning department will have to pay the fees.

15 AUCTION PROCEDURES

AUCTION PAPER WORK

There are cases in which an auction customer calls us to request copies of their auction paperwork. Take down the customer's name and phone number. Let the customer know that you will pass it on and that the customer should expect a response within one business day.

There may be a charge of \$10 for the reproduction of these documents. The customer will be charged by Ricardo.

Pass this message on to Ricardo Aguirre (primary contact) or Eduardo Deir (secondary contact).

16 TIMS PROCEDURES

VEHICLE RELEASES IN TIMS

Remember to release vehicles in TIMS when releasing the vehicle in DTS. If the vehicle is not yet in TIMS (such as with Towaways), remember to go back in and release it before the end of your shift. We are planning to do batches of releases each morning for the previous day, but release of your own vehicles will help this effort.

CITATION PAYMENT INFORMATION

Remember to print out the citations information from TIMS when you take citations payments. Attach this print-out to your invoice to keep these connected.

CITATION PAYMENT PROCESS

See the Customer Service Training Guide for detailed instructions.

BOOT FEES

If the Department of Parking and Traffic boots a vehicle, it will show up in TIMS as a \$75 charge. This should be charged to the customer upon payment of Citations.

17 LIEN PROCESSING

LIEN PROCESS

Per California Civil Code 3074, AutoReturn is authorized to begin the Lien Sale process on a vehicle 72 hours after the tow.

Lien I vehicles can be cleared and disposed of 15 days after the Lien Start Date. DMV allows us to charge up to 60 days storage.

Lien II vehicles can be cleared and sold 31 to 41 days after the Lien Start Date (the timing depends on DMV's response on the vehicle). DMV allows us to charge up to 60 days storage.

Lien III vehicles can be cleared and sold 60 days after the Lien Start Date. DMV allows us to charge up to 120 days storage.

If a Lien is not started within 8 days of the vehicle tow date, AutoReturn can only charge the 7 days of storage and then cannot charge storage fees until the lien start date.

For example, a vehicle was towed June 1. The lien was started on June 30. We would be allowed to charge storage from June 1 through June 7. We would not be allowed to charge storage from June 8 until June 29. We would then be allowed to charge storage from June 30 and on.

LIEN FEES

Ricardo Aguirre is the primary Lien contact; Eduardo Deir is the secondary contact. Please address questions to Ricardo first at (558-7417). Questions may be emailed to Eduardo by a supervisor.

Liens, by law, can and will be started 72 hours after a vehicle has been towed. A vehicle on Hold cannot be liened. Once the Hold is lifted, the vehicle can be liened.

→ **Lien I maximum storage of 3 days (Note that this is less than what the State allows). Fees will include:**

- tow fee based on type of vehicle
- maximum storage days of 3 (see chart for specific charges based on type of vehicle)
- lien fee based on type of vehicle
- transfer fee based on type of vehicle
- dolly fee (if applicable)

Note: You should encourage customers to take advantage of this policy. We want customers to pick up the Lien 1s rather than ship them, so try to "sell" this to Lien 1 customers.

→ **Lien II maximum storage of 60 days. Fees will include:**

- tow fee based on type of vehicle
- maximum storage days of 60 (see chart for specific charges based on type of vehicle)
- lien fee based on type of vehicle

- transfer fee based on type of vehicle
- dolly fee (if applicable)

→ **Lien III maximum storage of 120 days. Fees will include:**

- tow fee based on type of vehicle
- maximum storage days of 120 (see chart for specific charges based on type of vehicle)
- lien fee based on type of vehicle
- transfer fee based on type of vehicle
- dolly fee (if applicable)

These are maximums only. This does not mean every vehicle will be charged at this amount. Some vehicles will be picked up by the customers prior to these maximum days. The fees on the attached chart are simply the maximum we will charge for the three types of liens. Please be careful to look at what kind of lien the vehicle is before quoting customers.

This policy pertains to the towing and storage fees only. This does not impact or change the fees owed on Citations or for SFPD STOP fees.

These policies DO NOT apply to vehicles that are unclaimed. If and when we decide to pursue collections on these fees, we will not adhere to the maximum limits. We would collect on all fees owed, even if they are over the maximum amounts. However, we are currently not doing collections.

LIEN COMMUNICATION TO CUSTOMERS

It is important to review the Lien Sale Start date and Clear Date and use this information to provide accurate responses to customers' questions.

For Lien 1s:

- If there is NO Clear Date, the assumption is that the vehicle is still at Pier 70 and available for release to the customer. If the customer comes that day, there should be no problem. If the customer can't make it that day, they should be advised that the lien status can change day to day and the Customer Service (CS) agent should offer to get the exact lien status for the customer. This generally requires collecting the customer's call-back information and then contacting the Pier 70 staff (Ricardo or Eduardo) to have them determine if there is a clear date assigned. The customer can then be advised of the clear date and be told that the vehicle is authorized for sale any time on or after that date.
- If there is a Clear Date and it is in the FUTURE, the customer should be advised that the vehicle is authorized for sale any time on or after the clear date. The customer should be encouraged to come and pay for their vehicle prior to the clear date.
- If there is a Clear Date and it is in the PAST or it's the current date, the customer should be advised that the vehicle was authorized for sale any time on or after the clear date. The contents will be removed from the vehicle after the Clear Date. In addition, the vehicle may be sold immediately. The CS agent should contact Pier 70 to check on the status of the vehicle. This can sometimes require direct radio contact out to the shipping area to determine if the vehicle is still there. If the vehicle has not been marked for shipment, it's generally easier for Pier 70 to

determine that the vehicle has not yet been shipped. The same applies to vehicles on auction day. They can be sold but not invoiced for hours or not marked as shipment until the end of the next day.

If a vehicle is a Lien 2 or a Lien 3 with a Clear Date of the same day or in the PAST, it is always a possibility that it could be sold at the next auction. CS should always confirm the exact status before committing anything to the customer. And to re-emphasize, if it's a Lien 1 and it has a Clear Date of the same day or in the past, it could be shipped already. **CS should always confirm the exact status before committing anything to the customer.**

If the customer requests a vehicle be put on hold until they can come to retrieve it, you must get management approval before agreeing to this. Once a manager approves it, we will put the vehicle on "AR Mgmt" Hold.

18 DEFICIENCY CLAIMS

DEFICIENCY CLAIM PROCESS

When customers fail to pay their fees and they abandon their vehicle on our storage lots, they may be liable for any towing, storage, transfer, lien and other fees left over after the disposal of the vehicle (either through shipment to a disposal company or through an auction). The excess fees owed are known as a deficiency claim. This deficiency claim is authorized by the Contract to be collected by AutoReturn.

A diligent customer will have at least one and in many cases, two or three alternatives or chances to avoid the deficiency claim process, to be made available to the customer in notice or letter format. Note that these are not required by the vehicle code – AutoReturn has chosen to offer these alternatives to give customers the most options before sending the claim to collections. If a customer does not accept any of the offers to clear the deficiency claim, the claim is eventually forwarded to our collection agency, The Rickenbacker Group.

At this time, CSD reps taking phone calls from customers inquiring about their notice or letter, or customers simply wanting more information, should be told that a Supervisor will return their phone call. The CSDR rep should add Notes in the record, make a snapshot of the call, and place the snapshot with the customer's contact information in the inbox labeled Deficiency Claim Follow-ups located in the cubicle for Team Leads Doris Kang and Luisa Garay.

The following outlines the information about Deficiency Claims:

18.1 DEFICIENCY CLAIM INFORMATION

DEFINITIONS

- **Registered Owner:** The person listed on record at the DMV as the person registered by the department as the owner of the vehicle. They will receive a Notice of Stored Vehicle since their name is connected to the vehicle. If there is no Interested Parties, this person will be responsible for the Deficiency claim and will receive the Amnesty Offer, the Pre-Collect letter, and any correspondence from The Rickenbacker Group.
- **Legal Owner:** The financial institution who financed the purchase of the vehicle. They will receive a Notice of Stored Vehicle as a party involved in the ownership of the vehicle.

- **Interested Parties:** The last known purchaser of the vehicle recorded by DMV (Release of Liability, wholesale transaction, or Transfer in Progress on file). This person(s) has the title, but has not completed the transfer of ownership with DMV, therefore they are listed as a buyer in addition to the R/O. This process may take several months, so this section could potentially have more than one name. If there is an Interested Party, this person will be responsible for the Deficiency claim and will receive the Amnesty Offer, the Pre-Collect letter, and any correspondence from The Rickenbacker Group.

If a customer feels they have received a notice from us in error due to selling/transferring a vehicle, they must provide us with a Bill of Sale or, if appropriate, the contract/agreement for a rental vehicle. To be considered valid, it should be dated prior to the vehicle tow date. This should be sent to Accounting (Ray or Marfel) who will route the Bill of Sale back through the process. The customer will be removed from the Deficiency Claim if the Bill of Sale is valid and dated prior to the vehicle tow date. If the paperwork is valid (as confirmed by a Manager), then the person working with the customer may send them the following letter, customized with the customer's information:

H:\Customer Service\Deficiency Claims\Communications to Customers\Letter - Not Responsible for Deficiency Claim.doc.



Note: If the customer sent in a Release of Liability to the Department of Motor Vehicles (DMV), but their name is still showing as the Registered Owner, you can suggest that they re-send a Release with the original date of sale. If they want to submit a Release of Liability to us, you may make a copy for our records, but we do not process this paperwork. Give the original back to the customer and let them know they must submit this to the DMV. We do not have control over this process and we cannot accelerate DMV's acceptance of the Release. Customers must follow-up on their own. They can provide us the name of the person they sold the vehicle to, but they will continue to receive communication from us until the DMV verifies the Release.

MAXIMUM FEES

Customers are given an opportunity to retrieve their vehicles up to the maximum fees during time the vehicle is in storage. This is particularly significant for customers with Lien I vehicles. The current maximum fees can be found at: H:\Forms\Customer Service & Dispatch. CSDRs should encourage customers with Lien I vehicles in particular to take advantage of these maximum fees. In the case of Lien 1 vehicles, the maximum fee is lower than the allowable fees under the vehicle code. Also, as an added source of information, refer the customer to the vehicle code sections of 3068, 3071 and 3072.



NOTE: maximum fees do not apply to unclaimed vehicles when we are calculating the deficiency claim or to vehicles claimed using any types of waivers. In these cases, the actual storage fees are used.

Delinquent citation amounts and any required fees for the SFPD are required to be addressed with that City agency and must be dealt with prior to release of the vehicle.

DEFICIENCY CLAIM PROCESS

To process any step of the Deficiency Claim, please refer to the CSD Procedures Manual for instructions.

19 TITLE ACCEPTANCE

A customer may choose to sign over their title to AutoReturn. In these instances, please follow the procedures outlined in the Customer Service Training Guide in section 8.

Note: Only titles or duplicate titles may be accepted from customers. Registration forms, Applications for Duplicate Title, and Temporary Registration forms cannot be accepted as signing over ownership to AutoReturn.

If a customer signs over their title, they may still be liable for the deficiency claim if the fees they pay do not cover the difference between the total fees and the disposal price.

20 TOW DESK

CALLING TOW DESK FOR A CUSTOMER

In an effort to improve service, anytime you can help a customer by calling Tow Desk for them, do so. Once you get enough information from the customer, call Tow Desk yourself. This pertains to customers who come to the window. Customers calling in by phone can still be referred to Tow Desk number.

TOWAWAY TIME

Tow Desk has requested that we first check with our Dispatch staff during the morning and afternoon Towaway to find a car. Our Dispatch team will have information on a tow before Tow Desk does, so calling Tow Desk delays the search on our end as well. Always call Dispatch before calling Tow Desk.

21 PAYMENT PROCESSING PROCEDURES

PAYMENT TYPES

AutoReturn accepts the following forms of payment:

1. Cash
2. Check (see next section for information required on each check)
3. ATM
4. VISA, MasterCard, American Express, Discover

We do not accept Cashier's Checks or Money Orders.

CHECK ACCEPTANCE

i. PERSONAL CHECKS

Checks will be accepted up to \$3000. No exceptions are made for higher amounts.

Each time a check is processed, the following information is required to be written or pre-printed on the check:

→ The customer's name

- The customer's current address (no P.O. Boxes are accepted). If only a former address or name only appears on the check, the current address must be written on the check.
- The customer's phone number
- The customer's driver's license number. We can only accept a driver's license for our check approval process. Passports or other IDs are not accepted.
- When getting information from the ID, take it in hand and review it closely. If anything looks or seems irregular, ask the customer questions. California driver's licenses can be checked for validity by placing them under the blue light used to check high denomination bills. There will be bears that appears under the light.
- The account should have been opened with information matching the Driver's License. It is possible to have a Driver's License from one state and a checking account from another, as long as the account was opened that way.
- Our vendor number (189697)
- The DR #
- CS rep's initials
- Date of transaction (verify this to ensure it's the correct date)
- The approval number.
- Ensure the check is made payable to AutoReturn
- DO NOT accept previously signed checks. The check must be signed in your presence.
- Validate that the written and the number dollar amounts match

If a check is declined, do not run it through the check processing machine a second (or third) time. The check processing company, CrossCheck, charges us a fee each time.

If a check is declined, there is a toll-free number that customers can call to find out why it was declined. The number is (800) 843-0760.

Checks are not accepted at auction. Only cash and credit cards are accepted.

ii. BUSINESS CHECKS

Checks will be accepted up to \$3000. No exceptions are made for higher amounts.

In addition to the information in section 20.2.1 which should also be included on business checks, please note the following:

- i) DO NOT accept third party checks. The check holder may not have permission from the account holder to have the check. We do not go through a verification process for these checks – the check holder should get the third party to make the check out to them and utilize their own check or other payment form to make payment to AutoReturn.
- ii) For business checks from individuals that we deal with regularly (approximately once per week) who work for the organization on the check, you should not run the check through the CrossCheck process. Instead, accept the form of payment based on if the history with this customer has been positive. A list of business names with which we have had unfavorable

experiences will be provided to you and no checks should be accepted from these organizations.

- iii) If the business check is written from an organization that is unknown, then do not accept any business checks unless they are accepted by the normal CrossCheck process based on the following:
- iv) Do not accept checks with P.O. boxes. Always get a street address for the check writer.
- v) The person presenting the check is required to show identification of employment with the firm.
- vi) The person presenting the check must indicate their driver's license number and state or provide the driver's license number and state of the signer, owner, or manager. The person whose DL number appears on the check must be someone within the company who can be held accountable if the check is dishonored. The person whose number is used does not have to be present in the office as long as his driver's license number appears on the check.
- vii) Occasionally a business check is declined. If the customer is regular (such as a repo company or insurance company), check with your supervisor to see if the check can be accepted.

iii. OTHER CHECK PRECAUTIONS

The four-digits following the magnetic ink character recognition (MICR) number at the bottom of the check should match the four-digit number at the top right hand of the check.

All checks should have a perforation along one side of the check.

CREDIT CARD PROCESSING

Please refer to section 21 for instructions on the credit card terminals.

CREDIT CARD CLERK IDS

Use your 3-digit Clerk ID code with the Credit Card Processing machine. This unique id ensures that transactions are connected to you individually. Do not share your Clerk ID code with anyone.

If you forget the number, contact your supervisor.

CREDIT CARD BY FAX

Customers may have someone fax credit card information and authorizations to pay for a release. The fax must include:

- *Legible* copy of the front of the credit card
- *Legible* copy of the back of the credit card – the signature and the 3-digit security code must be readable
- *Legible* copy of the faxer's valid Driver's License

If the customer is expected later, these faxes are filed in a Credit Card Authorization folder located in the cash room.

If you see credit card info faxed over, track down who it belongs to, write notes on the paper when possible, and file the fax in its folder, if it is not being used right away. Having credit card information floating around risks our customer's financial security.

The folder will be cleaned out every day by a supervisor. Any information kept over 24 hours will be disposed of in the Confidential bin.

22 CREDIT CARD MACHINE

There is currently one type of credit card machine in use at AutoReturn.

PROCESSING FOR CREDIT CARD MACHINE 380

Signing On/Off is not necessary on this machine

Run a Report

- Press [FUNC/ENTER] [5]
- Press [3] = Both Total and Detail Reports.
- ENTER REF NUMBER will appear just Press ENTER report will print.

Batch Out

- Press [9] and Key in Item Count (total # of transactions). Press [ENTER]
- Key in total Amount (total amount of transactions). Press [ENTER]. Report will print.

23 MONEY HANDLING PROCEDURES

COUNTING CHANGE

When taking cash from a customer, count it back to them clearly and directly in front of them so you both agree on the amount given.

Before you put the cash in your drawer, place all money face up and in the same direction.

Retrieve the correct change amount from your drawer. Count the change back to the customer by starting with the amount they paid to you, and then counting bills and coins back until you reach the amount which they gave you.

CASH OUT PROCEDURES

At the beginning of your shift, perform the following:

1. Pick-up a copy of the AutoReturn Cash Drawer Balance and Deposit Summary Report ("Cash Report")
2. Count the money in the drawer at the beginning of shift and record amount on line (a) of the Cash Report

During your shift (or at the end of your shift), perform the following:

1. Print out an invoice for each transaction in addition to the one provided to the customer
2. If the transaction involves any supporting documentation, write the DR# on the piece of supporting documentation (releases, DMV receipts, DPT Citations Status forms, etc.)
3. For transactions involving citations, print out the TIMS citations report, run a calculator tape showing the total amount collected for tickets, make 2 copies of any amounts paid at the DMV (one for TIMS receipt and one for AutoReturn's files) and staple these items to the DTS invoice (staple only one of the DMV copies to the invoice and keep the other for AutoReturn documentation)

4. For transactions involving waivers, make two copies and staple original and copy of the waiver to the invoice
5. For all other transactions not involving waivers or citations, do not staple the supporting documentation to the invoice – place these supporting documents in the hanging file folder that has your name on it along with your other “cash-out” documents (hanging folders are in the office with the safe)
6. Keep all signed credit card receipts and copies of any authorization letters and identification copies (do not staple these items to the invoices)

At the end of your shift, perform the following:

1. Leave \$200 in your drawer, leaving the smaller bills (1's and 5's) and change (quarters), if possible, and record this amount as the ending cash in drawer on line (d) of the Cash Report
2. Run a report from the credit card machine – both a Detail and a Summary Report
3. Step b must be performed before this step. Run the Batch on the credit card machine and accept the batch
4. Total received from report
5. Run a calculator tape of all the credit card receipts (including all types of cards and debit cards), in order of low to high
6. Compare this total of all credit card receipts to the batch report from the credit card machine and reconcile any differences
7. Record the reconciled credit card amount on line (c) of the Cash Report
8. Sum the amounts on lines (a) – (d) and record the sum total on line (e) of the Cash Report
9. Record the types of bills and total amount to be deposited on line (f)
10. Record the total of checks received on line (g)
11. Run a calculator tape of all the checks in order of low to high
12. Make a copy of all checks and use the deposit stamp to endorse the original checks
13. Record the total of lines (f) and (g) on line (h) of the Cash Report
14. Put the cash and original checks into your personalized cash wallet and put the bag into the safe
15. Subtract line (e) from line (h) and record any overage / (shortage) on line (i)
16. Using the information from the Batch report printed in step 3c, complete the information on line (j)
17. Complete item (k) on the Cash Report
18. Print the Payment Received Report from DTS for today and record amount on line (l) of the Cash Report
19. Record the difference, if any, between the amounts on lines (k) and (l) and reconcile any differences on line (m) of the Cash Report
20. Staple the Cash Report, the copy of checks, the credit card batch total, and credit card receipts (including any authorization letters) together and place this package in your hanging folder

along with any other documentation that is not stapled to the Cash Report (releases, DMV receipts, orange City Tow receipts, DPT Citations Status forms, etc.)

21. Place any citation documentation in the black plastic file on the shelf that Eva has asked for the items to be placed
22. Place any waiver documentation in the black plastic file on the shelf directly below the citations
23. Place cab vouchers in the black plastic file

CASH OUT BAG

Your personal cash bag should be used to deposit cash and checks. This bag should be placed in the safe after your cash out.

24 BEGINNING AND END OF SHIFT PROCEDURES

TIME CLOCK PROCEDURES

Clock in at the beginning of your shift and out at the end.

BEGINNING OF SHIFT PROCEDURES

If you are assigned to the window, count the drawer. You should have \$200 in the drawer. Ensure you have enough small bills to do cash transactions. Ask for change if not.

Check your mail slot for any new memos or training information.

If you are assigned to the phones, log into the phone system. Phone system instructions to be found in the CSD Procedures Manual.

END OF SHIFT PROCEDURES

Clean your work area at the end of your shift. Do not leave paperwork lying around. All paperwork should be attached to the invoice it relates to. If the paperwork is not needed, throw it away in the Confidential bin.

When cashing out at the end of the day, do not leave cash/checks on the table in the accounting office. Put the bag with just the cash and checks in the safe. Leave your paperwork on the desk for reconciliation.

25 EMPLOYEE INFORMATION

EMPLOYEE HANDBOOK

All employees are issued an Employee Handbook upon hiring. This should be kept on hand at all times. The binder should also be used to keep all memos and training documents. It is each person's responsibility to keep an up-to-date Handbook.

Updates will be distributed periodically.

EMPLOYEE MAIL SLOTS AND MEMO BOARD

AutoReturn has provided all employees with a mail slot, located in the break room. It is your responsibility to check this slot every time you begin a shift. Memos and other important documents should then be placed in your Handbook binder.

Check the memo board near the time clock regularly for new memos and communications.

EMPLOYEE LOCKERS

Each employee is assigned a locker in the annex area outside of the break room area. Please keep all personal items (purses, cell phones, jackets) in the locker. Your Handbook may also be kept here to ensure it's on hand for every shift.

EMPLOYEE PARKING

Employee parking is located in the west area of the parking lot attached to the AutoReturn Customer Service Center (450 7th Street). The entrance to the lot is off Bryant Street. The west area is past the office and through another set of gates.

AutoReturn security will verify each employee's name on an Authorized Access list prior to entry into lot.

26 MISCELLANEOUS

PASSWORDS

Do not give out your password to anyone. Each password is unique for each customer service representative. Giving out or sharing your password compromises the systems' security as well as your work.

RE-FILE PAPERWORK

When you pull a record in the file cabinet for review, return it to the proper location. Do not leave it on Laverne's desk.

TOWING DURING SPECIAL EVENTS

AutoReturn will create a staffing schedule during special events. If you are scheduled to work, be on time. If you cannot make it, you must call your supervisor to let us know you cannot make it.

Do not leave your shift early unless authorized by a supervisor.

SYSTEM DOWN TIME

If DTS is inoperable, use the system downtime forms to process your transactions. Once the system is back online, use the forms to update each record in DTS.

If TIMS is inoperable, you will not have access to citation information so use the following procedure:

- Hold the vehicles that were towed for scofflaw. Call DPT Tow Desk and find out what they manually logged in as the dollar amount for tickets when the vehicle was towed.
- Collect that amount with an explanation to the customer that this was not the most recent amount and that the citizen should contact DPT to check the most current balance.
- Remember to enter the manual transactions back into the system when it is back up and to release the vehicles from TIMS.

MAIL AND SUBPOENAS FOR CITY TOW

If you are asked to sign for certified mail or a Subpoena for City Tow, *do not do so*.

Anyone presenting a service at Auto Return for The City Tow should be referred to the State of California, Secretary of State Department of Corporations, for the proper service party and address for The City Tow.

APPENDIX O: AUTORETURN PROCEDURES MANUAL

AutoReturn's business work procedures are mature and well-defined from our years of operations in San Francisco. These existing work procedures are readily adaptable to operations for other cities with minimal adaptation to conform to the local municipal environment. All of the detailed work procedures for each function within the company are defined in detail as written documents that are then used to train and guide staff on executing the work procedures in a consistent fashion day in and day out. If the company encounters a new situation that is not addressed by the current work procedures, the company's management team considers the new concern and makes a determination of what to do for the given situation. If the decision is to address the concern by deviating from the existing procedures, the procedures are enhanced to account for the new business scenario that was not previously covered in full by the existing work procedures.

To illustrate the depth of detail captured in AutoReturn's work procedures documentation, the company has provided the following document from its San Francisco operations as a representative example for a specific functional area. That document contained in this appendix is the San Francisco AutoReturn Customer Service and Dispatch (CSD) Procedures Manual. This document is used to as both a guide for existing CSD employees as well as a training tool for new CSD employees. This document provides the detailed screen-level, feature by feature details on the use of AutoReturn's information systems and / or manual paper forms. Please note that this document goes hand in hand with its counterpart, the AutoReturn CSD Policies Manual that is provided as a separate appendix. The "policies" manual guides the employee on "what" to do in any given business scenario, while the "procedures" manual guides the employee on "how" to do it.

Should AutoReturn be selected by Chicago, all of AutoReturn's existing work procedures documentation for each of the relevant business functions will be adapted and customized for the unique requirements of the Chicago operations. Once established, the Chicago work procedures will be adhered to uniformly and updated over time as appropriate.



Customer Service / Dispatch Procedures Manual

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1 DTS

1.1 INTRODUCTION

1.1.1 CONVENTIONS USED IN THIS SECTION

- A button name is outlined and bold in the text of this guide. For example: The **Log Out** button.
- Windows are screens within the DTS application. Window names are in italic and bold in the text of this guide. For example: The ***Call Worksheet*** window.
- Panels are sub-sections of a window. Panel names are not formatted differently than rest of the text in this guide. For example: The Vehicle panel in the ***Call Worksheet*** window.
- A tab is a button which takes you to another panel inside of a window. Tab names are outlined and bold in the text of this guide, in the same manner as buttons. For example: The **Storage** tab in the ***Call Worksheet*** window.
- Values that you enter in a field are in italic in the text of this guide. For example: Enter *Auto* in the field Company field.
- Field names are not formatted differently than the rest of the text in this guide. For example: The License field is on the ***Call Worksheet***.

1.1.2 LOGGING INTO DTS

The Dispatch and Tracking Solutions (DTS) Tow Management System (TMS) system runs over the Internet. The DTS software and database are located in the company's computer center located in Irvine, California within an SBC state-of-the-art computer operations center that provides the best available performance, reliability, and security.

To log into DTS, turn on the computer and start the Internet Explorer program just like you would to access anything on the Internet:

- Start → Internet Explorer

Once Internet Explorer is launched, the DTS system can be accessed in three ways:

Option 1:

Simply type in the following web site (URL) address and press [Enter]:

- <http://dtsdispatch.net/TMS/>

Option 2:

To save time by not having to type this web address, please note that this web site address should be listed in the "Favorites" menu on all AutoReturn computers:

- Favorites → DTS

Option 3:

DTS also a desktop icon on everyone's desktop. Double click on the icon, to start DTS.

After using the any of these options, the DTS login window is displayed:

Call WorkSheet Dispatch WorkSheet Administration Reports Log Out

DTS
Tow Management System 3.0
© 2001 All Rights Reserved

Login: Password: Company:

Sign On

To login into the system, enter the following information:

Field	Value
Login	<your login name>
Password	<your password>
Company	auto

Once you have entered the above information, click on the **Sign On** button located in the bar along the bottom of the grey box.

Once you are logged in, the window looks like this:

Call WorkSheet Dispatch WorkSheet Administration Reports Log Out

DTS
Tow Management System 3.0
© 2001 All Rights Reserved

Login: Password: Company:

Sign On

1.1.3 ACCESSING DTS WINDOWS

After logging into DTS, you can go to several different windows, depending on the tasks you need to accomplish. There is a set of buttons at the top of the initial login window which become active after you've successfully logged in.



For most users of the DTS system, including Customer Service and Dispatch staff members, you'll click on the **Call Worksheet** button. Some Dispatch staff members will use the **Dispatch Worksheet** to monitor tows. The **Administration** button is disabled for all users, except those who have privileges to make changes to the system. The **Reports** button lets you run useful reports, so you can see data grouped and summarized for analysis. When you are finished using DTS, use the **Log Out** button to exit the system.

1.1.4 LOGGING OUT

To log out of DTS, click on the **Log Out** button. Make sure that anything that you've been working on in DTS has been saved, or you will lose any unsaved changes.

1.2 DISPATCH

1.2.1 CREATING A NEW TOW RECORD (DISPATCHED TOW)

When a new tow request comes in from the DPT Tow Desk, the request can be entered directly into DTS. This is done using the **Call Worksheet** window, which can be accessed from the DTS **Login** window. To open a **Call Worksheet** click on the **Call Worksheet** button in the upper left corner of the initial window, as shown in *Chapter 1 – Getting Started*.

The **Call Worksheet** window appears. All of the tow request call data can be entered in this window. When working in DTS, leave your Caps Lock in the ON position, so that all text you enter is in UPPER CASE.

When you access this window from the DTS **Login** window, all fields are blank and a new tow request can be entered immediately. If you have been looking at another tow record, you will need to click on the **New** button in the lower right portion of the window in order to clear the fields so that a new tow request can be entered.



Note: The **Clear** button does not clear all the fields in the **Call Worksheet**. It only clears the search panel for vehicles and calls in the upper right corner of the **Call Worksheet**. Make sure to use the **New** button when creating a new tow record.

The screenshot shows the 'Call Worksheet' application. The 'General' panel is highlighted. The 'Vehicle' panel has a 'Clear' button highlighted. The 'Owner/Lien Holder' panel has a 'New' button highlighted. The bottom of the window shows a Java Applet Window with a taskbar and system tray.

1.2.1.1 GENERAL TOW REQUEST INFORMATION

The general tow request information can be entered in the **General** panel on the upper left corner of the **Call Worksheet** and highlighted below:

Enter the information as described in the following table:

The screenshot shows the 'General' panel with the following fields:

- Company: AutoReturn
- Account:
- Caller:
- Call Back:
- Reason: [dropdown]
- Class: [dropdown]
- Equip: [dropdown]
- Call Typ...

Field	Value
Company	Default is "AutoReturn" and this cannot be changed.
Account	Click on the Account button and a pop-up selection box will appear. Select either "SFDPTx" or "SFPDx" for tows being requested by the City. For tows being selected by private parties, select the appropriate customer name.
Caller	Enter the name or badge number of the person requesting the tow. If unknown, enter "Tow Desk".
Call Back	<i>No selection required.</i>
Reason	Select the appropriate reason code from the pull-down list. If you cannot find the desired reason code, select "TBD – To Be Determined" and enter the tow reason in the Notes area of the Call Worksheet.
Class	<i>No selection required.</i>
Equipment	Select the type of tow vehicle being requested: <ul style="list-style-type: none"> ▪ Regular Tow ▪ Type II Tow ▪ Type V Tow
Call Type	<i>Inactive field. No entry required.</i>

1.2.1.2 VEHICLE INFORMATION

The vehicle information for the tow request can be entered in the **Vehicle** panel on the left side of the **Call Worksheet** and highlighted below:

Vehicle	
Year:	<input type="text"/>
Model:	<input type="text"/>
Body:	<input type="text"/>
License:	<input type="text"/>
Odom:	<input type="text"/>
Lic Tag Yr:	<input type="text"/>
Make:	<input type="text"/>
Color:	<input type="text"/>
ID#:	<input type="text"/>
State:	CA <input type="text"/>
VIN:	<input type="text"/>
Lic Tag Month:	<input type="text"/>

Enter all the vehicle information that has been provided to you as described in the following table:

Field	Value
Year	Enter the vehicle year as 4 digits (eg. "1999").
Make	Select the vehicle make from the pull-down selection list (eg. "Ford").
Model	Select the vehicle make from the pull-down selection list (eg. "Explorer").
Color	Select the vehicle color from the pull-down selection list (eg. "Green").
Body	Select the vehicle body type from the pull-down selection list (eg. "Sport Utility").
ID #	If the vehicle is a motorcycle, enter the motorcycle engine ID number.
License	Enter the license plate number.
State	Enter the license plate state.
Odom	<i>Unused field. No entry required.</i>
VIN	Enter the Vehicle Identification Number (VIN). If the license plate number is known, only the last four digits of the VIN need to be entered. If the license plate number is not known, then the entire VIN should be entered in the VIN field. If the license plate is not from California, enter the entire VIN.
Lic Tag Yr	<i>Unused field. No entry required.</i>
Lic Tag Month	<i>Unused field. No entry required.</i>

1.2.1.3 TOW LOCATION INFORMATION

The vehicle tow location for the tow record is entered in the **Location** panel on the left side of the **Call Worksheet** and highlighted below:

Location			
Location:	<input type="text"/>		
Address:	<input type="text"/>		
Cross St...	<input type="text"/>		
City:	<input type="text"/>		
State:	CA ▼	Zip:	<input type="text"/>
		Zone:	<input type="text"/>

Enter all the vehicle information that has been provided to you as described in the following table:

Field	Value
-------	-------

Field	Value
Location	Enter a description of the tow location, such as the name of a towaway zone or a landmark.
Address	Enter the street address for the tow location.
Cross St.	Enter the cross street for the tow location.
City	Unused field. No entry required.
State	Unused field. No entry required.
Zip	Unused field. No entry required.
Zone	Unused field. No entry required.

1.2.1.4 SAVING THE TOW RECORD

Click the **Save** button at the bottom of the **Call Worksheet** window to save the information regarding this tow record.

New	Cancel Call	Save
-----	-------------	------

1.2.2 TOW RECORD INFORMATIONAL FIELDS

Once you have clicked **Save**, you will see a DR NO (Dispatch Record Number) generated and displayed in the DR NO field at the top of the window.

Call#	AUTO	00000000	24106	DR NO	0407190075	TowDate	07/19/2004	Status	CALL TAKEN
-------	------	----------	-------	-------	------------	---------	------------	--------	------------

Click on the Call # button to refresh the Call Worksheet

The DR NO (Dispatch Record Number) is a unique number for this tow record

The Status field changes, as work is completed on a tow record

1.2.2.1 DR NO (DISPATCH RECORD NUMBER)

The DR Number is a unique identifier for this tow record. The DR Number contains information about the tow record which is useful. That is, the numbers actually mean something and are not just random numbers. The numbers break down as follows:

Year	Month	Day	Sequential Number
------	-------	-----	-------------------

04	07	19	0075
----	----	----	------

1.2.2.2 CALL # (CALL NUMBER)

The three fields next to the Call # button are numbers used internally by DTS to track tow records. However, we do not use these numbers for searching and tracking. We only use the DR Number for searching and tracking purposes.

The Call # button has a handy feature – if you click on it, it will refresh the current *Call Worksheet*.

1.2.2.3 STATUS

In the upper right hand corner *Call Worksheet* is the **Status** field. This field changes as the tow record is created, dispatched, stored and invoiced. For more information on status codes and their associated colors, see *Appendix C – DTS Status Codes and Colors* for more information on the various codes and their meanings. Initially, when the tow record is created, the tow record is set to a status of Call Taken.

1.2.3 DISPATCHING VEHICLES USING THE LOG TAB

After completing the vehicle information, click on the **Log** tab in the *Call Worksheet*. The *Log* tab is where you can assign and dispatch a towing company, and also track the progress of the tow towards completion.

You'll notice that the **Call Taken** field has already been filled in. When you click the **Save** button and initially create the tow record, the time of the save action is recorded in the Call Taken field.

Each of the Time fields in the **Log** tab has a button next to it. You can click on each of these buttons to time-stamp the tow record as you continue through the process of tracking a towed vehicle. You can change the time-stamp information by typing directly in the field so you can accurately reflect the time a call was taken, or the time a tow truck was dispatched.

Date	07/19/2004	Status	ACCEPTED
Driver/Truck			
Driver		Truck	
BWT		BWT	
Driver		Truck	
BWT		BWT	
Time:	Date:	Odometer:	
Call Taken	10:34	07-19-2004	
Dispatched	10:41	07-19-2004	
Accepted	10:44	07-19-2004	
En Route			
On Site			
Loaded			
In Tow			
At Destinati...			
Complete			
Status: ACCEPTED			
Completed Accidentally			
Refresh Driver/Truck List			

1. Choose the Driver and Truck from the drop down list (labeled A and B above). The Driver and Truck name you select should always match.
2. Click the **Save** button in the bottom right hand corner of the **Call Worksheet**.

New	Cancel Call	Save
-----	-------------	------

3. Click on the **Dispatched** button (labeled C above), which will add a time-stamp of the Time and Date fields. The towing company will be shown in the Driver and Truck fields as the assigned towing company (labeled D above).
4. Click on the **Save** button in the lower right corner of the Call Manager window. The status of the tow record will change to **Dispatched**.
5. Click on the **Accepted** button, once the tow company as accepted the towing assignment.

At the point that the vehicle is received by AutoReturn, click on the **Complete** button. At this point, the **Status** will change to **No Services**. This status indicates that vehicle has been not been checked into storage. See *Chapter Four – Storage and Holds* for more information on storing a vehicle.

Not all the time fields need to be entered. At a minimum the following fields should be time-stamped:

- Call Taken
- Dispatched
- Complete

Date	07/19/2004	Status	NO SERVICES
Driver/Truck			
Driver		Truck	
BWT		BWT	
Driver	BWT	Truck	BWT
Time:		Date:	
Call Taken	10:34	07-19-2004	
Dispatched	10:41	07-19-2004	
Accepted	10:44	07-19-2004	
En Route	10:46	07-19-2004	
On Site	10:46	07-19-2004	
Loaded	10:47	07-19-2004	
In Tow	10:47	07-19-2004	
At Destinati...	10:50	07-19-2004	
Complete	10:53	07-19-2004	
Status:	COMPLETE		
Completed Accidentally			

1.2.4 DISPATCH EXCEPTION CASES

There are several examples of exception cases where a tow request does not complete normally. This section describes what to do in these exception case scenarios.

1.2.4.1 SWEEP TOW REQUEST

Many times a vehicle is towed because of a sweep tow request, rather than a dispatched tow request, such as sweeps which occur in tow away zones at certain times of the day. In these cases, you create a tow record when the vehicle arrives at the tow yard. Instead of entering the dispatch information as the vehicle is towed over a period of time, you enter all the information discussed above at one time.

1.2.4.2 COMPLETED ACCIDENTALLY

In the event that you click the **Complete** button when the tow has not yet been completed, you can click the **Completed Accidentally** button. This button will undo the time-stamp for the **Complete** field. For all other fields, you can modify the fields by editing the text, and clicking the **Save** button.

1.2.4.3 CANCELING CALLS

The **Cancel Call** button on the *Call Worksheet* is reserved for use by managers and supervisors. This button sets the status of the tow record to Cancelled, but does not delete the tow record from the system.

1.2.5 MONITORING TOW REQUESTS

The Dispatch window allows you to monitor the status of any tow record between the time when it is first created and when the tow is complete. It is not required to create and dispatch tow requests. It is

Assigned Calls List

Pending Calls List

ed by Dispatch supervisors.

1.3 LOGGING ACTIVITY IN DTS

1.3.1 SHORT TERM STORAGE CHECK IN

Most vehicles brought to AutoReturn will go into our short term storage lot (415 7th Street). For these vehicles, checking the vehicle into Storage is very straight forward. When the vehicle is brought into the lot by the towing company, the status of the tow record will be No Services. First, find the tow record for the vehicle, using the steps described in *Chapter 4 – Find and Release*.



1. In the *Call Worksheet*, click on the **Storage** tab.
The *Lot Info/Storage* Panel appears.

2. Choose a Service Type from the drop down list. Typically, you'll choose Passenger 1st 20hr.
3. Click on the **Time In** button. A time-stamp appears in the field with the current time.
4. For Lot/Section, choose a lot from the drop-down list. For short term storage, you'll typically choose 415 7th Street.
5. Click the **Save** button, to save your changes.

1.3.2 LONG TERM CHECK IN

If a vehicle will be stored at the long-term lot (Pier 70), there are additional steps which must be taken in order to complete the processing of a towed vehicle.

1.3.3 VEHICLE INFORMATION

If the following has not been entered when the vehicle first arrived at AutoReturn, make sure that the tow record has the following on the *Call Worksheet*:

- Complete and accurate license plate number
- Complete and accurate Vehicle Identification Number (VIN)
- Accurate make, model and color information

1.3.4 STORAGE INFORMATION

Additional information needs to be recorded when the vehicle arrives at long-term storage in the **Storage** panel.

From the **Call Worksheet**, click on the **Storage** Tab:



Complete the following information:

- Lot/Section:
- Key Held/Tag #:
- Lien Type/Value

Enter the information as described in the following table:

Field	Value
Service Type	Select the service type from the drop down list
Time In	Click this button to enter the current date and time the vehicle was brought into the storage. You may manually change the date and time, if different from current date and time.
Lot Company	Always set to AutoReturn
Lot	Select the lot (where the vehicle is being stored) from the drop-down list box.
Section	Select the lot section, if any, from the drop-down list box.
Key Held	Put a check in the box, if we have the key for this vehicle.
Tag #	Enter the tag number for the keys of the vehicle (if any).
Tracking #	<i>Inactive field. No entry required</i>
Lien Type	Enter L1, L2, L3
Lien Value	<i>Inactive field. No entry required</i>
Storage Type	<i>Inactive field. No entry required</i>
Time Out	Enter the date and time the vehicle went out of the storage. You may manually change the date and time, if different from current date and time. This field is enabled for entry only after the call status is "SERVICES".
Total	This field automatically displays the total dollar amount based on the total number of days/hours the vehicle has been in storage.
Grand Total	Same as Total

1.3.5 VEHICLE HOLDS

Occasionally, vehicles which have been towed will need to be put on "Hold" until an issue is resolved. For instance, SFPD may need the vehicle for a crime investigation. Therefore, the

vehicle cannot be released until the SFPD authorizes the release with the appropriate paperwork.

It is important that holds are put on the vehicle when it is first checked into storage. If a vehicle is released which should have been On Hold, there can be serious problems. If this vehicle was part of a SFPD investigation, evidence could be destroyed by accidentally releasing the vehicle to a customer.

1.3.5.1 PUT A HOLD ON A TOW RECORD

1. Open the *Call Worksheet* for the vehicle.
2. Click on the **Storage** Tab.
3. Select the **Vehicle Hold** button. The *Vehicle Hold* panel appears.

Vehicle Hold

Hold Start: 07/19/2004 11:35

Hold Agency: SFPD

Hold Set By: MATTOX *031

Hold Removed:

Removed By:

View Release Form

Hold Remarks:

STOP

Police Information

Vehicle Hold

Log Storage Lien Sale Invoice Search

Click on Hold Start to start a hold

Click on Vehicle Hold to see the hold information

4. Click on the **Hold Start** button to time-stamp the tow record.
5. Type in the name of the agency issuing the hold, such as SFPD, in the Hold Agency field.



6. Use the Hold Set By field to indicate the office which authorized the hold.
7. Indicate the reason for the hold in the Hold Remarks field.

8. Click on the **Police Information** button.
9. Add the Officer ID and Case ID.

Enter the information as described in the following table:.

Field	Value
Officer	Enter the Officer's name, if known
Unit #	<i>Inactive field. No entry required</i>
Officer ID	Enter the Officer's badge number
Case ID	Enter the police Case ID associated with this hold
Beat	<i>Inactive field. No entry required</i>
Cit. Amount	<i>Inactive field. No entry required</i>
Invoice No.	<i>Inactive field. No entry required</i>

Once you click on the **Save** button in the **Call Worksheet**, the tow record will have an On Hold flag in the General panel of the **Call Worksheet**. The vehicle cannot be released to the customer until the hold is removed.

If you attempt to release a vehicle which is currently On Hold, you will receive a message indicating that the hold must be removed before releasing the vehicle. You will not be able to proceed with the release until the hold is removed.

1.3.5.2 REMOVING A HOLD FROM A VEHICLE

A hold can be removed from a tow record, allowing the vehicle to be released.

When a customer arrives with the appropriate release forms for their vehicle, complete the following steps.

- 1) Go to the **Storage** tab in the **Call Worksheet**.

- 2) Click on the **Vehicle Hold** button.
- 3) Fill in the date that the hold was removed in the Hold Removed field, or select the date from the drop down list.
- 4) Enter the name of the officer who removed the hold in the Removed By field and enter his/her badge number. Include a "*" (asterisk) before the badge number.
- 5) Click on the **Save** button. The Hold On flag is removed from the *Call Worksheet*.

The screenshot shows a web-based form titled "Vehicle Hold". The form contains the following fields and buttons:

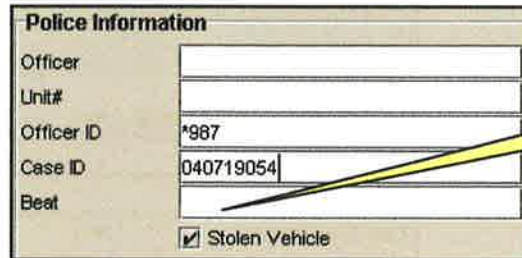
- Hold Start:** 07/19/2004 11:35 (with a dropdown arrow)
- Hold Agency:** SFPD
- Hold Set By:** MATTOX *031
- Hold Removed:** 07/19/2004 00:00 (with a dropdown arrow)
- Removed By:** GOMEZ *87
- View Release Form:** (link)
- Hold Remarks:** TRAFFIC ADMIN (with a text area and scrollbars)
- Police Information:** (button, highlighted by a yellow callout)
- Vehicle Hold:** (button)
- Log, Storage, Lien Sale, Invoice, Search:** (row of buttons at the bottom)

A yellow callout box with a black border points to the "Police Information" button. The text inside the callout is: "Click on the Police Information button".

1.3.6 MARKING A VEHICLE AS STOLEN

To mark a vehicle which has been stolen, use the following steps:

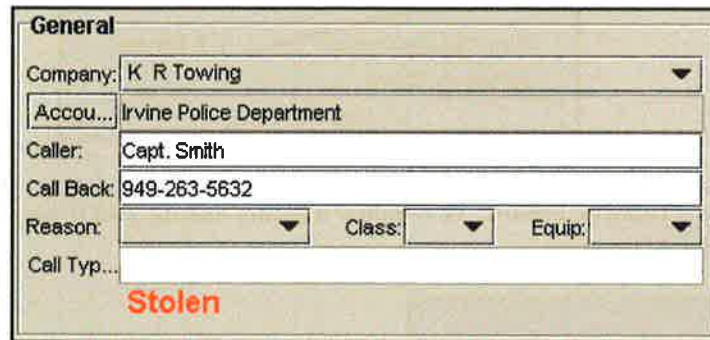
1. Click on the **Storage** tab.
2. Click on the **Police Information** button.
3. Put a check in the **Stolen Vehicle** check box.



The screenshot shows a form titled "Police Information" with fields for Officer, Unit#, Officer ID (containing *987), Case ID (containing 040719054), and Beat. At the bottom, there is a checkbox labeled "Stolen Vehicle" which is checked. A yellow callout box points to this checkbox.

**Stolen Vehicle
check box**

4. Click the **Save** button in the lower right corner of the *Call Worksheet* window.
5. The tow record is now labeled with the word Stolen.



The screenshot shows a form titled "General" with fields for Company (K R Towing), Account (Irvine Police Department), Caller (Capt. Smith), Call Back (949-263-5632), Reason, Class, Equip, and Call Typ. The word "Stolen" is printed in red at the bottom of the form.



Note: The Stolen Vehicle label will not prevent a vehicle from being released.

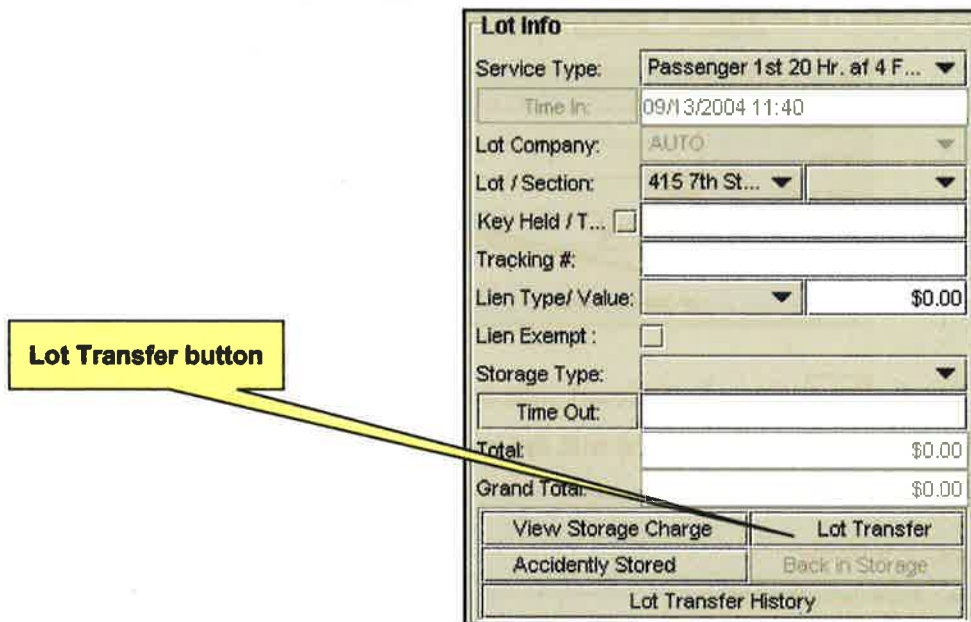
1.3.7 LOT TRANSFERS

To transfer a car from one lot to another, use the **Lot Transfer** button, located on the Storage panel.

1. Click on the **Storage** tab.



2. The Lot Info panel appears.



Lot Info

Service Type:	Passenger 1st 20 Hr. a1 4 F...
Time In:	09/13/2004 11:40
Lot Company:	AUTO
Lot / Section:	415 7th St...
Key Held / T...	<input type="checkbox"/>
Tracking #:	
Lien Type/ Value:	\$0.00
Lien Exempt:	<input type="checkbox"/>
Storage Type:	
Time Out:	
Total:	\$0.00
Grand Total:	\$0.00

Buttons: View Storage Charge, Lot Transfer, Accidentally Stored, Back In Storage, Lot Transfer History

3. Click on the **Lot Transfer** button. A window appears asking you if you are sure you want to do a lot transfer.



4. Click on the **Yes** button.

5. The fields in the storage area are cleared.

Lot Info	
Service Type:	<input type="text"/>
Time In:	<input type="text"/>
Lot Company:	<input type="text"/>
Lot / Section:	<input type="text"/>
Key Held / Ta...	<input type="checkbox"/>
Tracking #:	<input type="text"/>
Lien Type/ Value:	<input type="text"/> \$0.00
Storage Type:	<input type="text"/>
Time Out:	<input type="text"/>
Total:	\$0.00
Grand Total:	\$0.00
<input type="button" value="View Storage Charge"/> <input type="button" value="Lot Transfer"/>	
<input type="button" value="Accidently Store"/> <input type="button" value="Back in Storage"/>	
<input type="button" value="Lot Transfer History"/>	

6. Enter the following information:
- Service type
 - Time In
 - Lot/Section
7. When you are finished entering the transfer information, click the **Save** button in the lower right corner of the *Call Worksheet*.



Note: While it possible to simply choose another lot from the drop down list in the Storage tab, this feature should not be used for lot transfers. You should only change lots using the drop down list when you know that the currently selected lot is incorrect.

1.3.7.1 VIEW TRANSFER HISTORY

To see the transfers which have occurred for this vehicle, click on the **Lot Transfer History** button.

<input type="button" value="View Storage Charge"/>	<input type="button" value="Lot Transfer"/>
<input type="button" value="Accidently Stored"/>	<input type="button" value="Back in Storage"/>
<input type="button" value="Lot Transfer History"/>	

The Transfer History window appears.

Lot Company	Lot	Service	Date In	Date Out	Ch...
AUTO	LT	StorageOne	Jul 19 2004 11:47AM		
AUTO	ST	StorageOne	Jul 19 2004 11:10AM	Jul 19 2004 11:47AM	

Java Applet Window

1.3.8 ADDING A TRANSFER FEE

1. After the vehicle has been moved to another storage facility, make sure you add the appropriate transfer fee.
2. Click on the **Invoice** tab on the *Call Worksheet*.



3. Click on the **Service/Billing** button.
4. Select the Lot Transfer Fee from the drop down list for the Service Desc field.

Service/Billing Delete Service Create Invoice

Calc Estimate for all services

New Service

Service Desc: \$21.75-Lot Transfer FeeN...
 Purchase Order:
 Ticket #:
 Quantity: 1.0
 Price: 21.75

Cancel Save Service

Log Storage Lien Sale Invoice Search

Click on Service/Billing to add a New Service

Click on Save Service to add the Lot Transfer Fee to the Invoice

5. Click on the **Save Service** button, which is part of the Invoice panel.



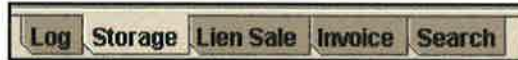
Note: For this action you must click **Save Service**, not the usual **Save** button located in the lower right corner of the *Call Worksheet*.

6. After saving the service, the new entry will appear in the *Services* window.

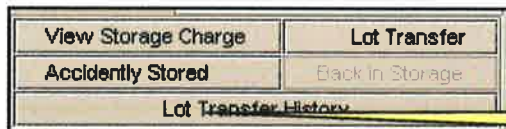
1.3.9 ACCIDENTALLY STORED VEHICLES

If a vehicle which should not be stored is accidentally put into storage, you can use the **Accidentally Stored** button to remove the vehicle from storage. Use this feature when there has been an owner-requested tow, or a courtesy tow for a city vehicle. By pressing the **Accidentally Stored** button, the status for the tow record changes from Stored to Services and the storage history for this vehicle is removed.

1. Click on the Storage tab in the *Call Worksheet*.

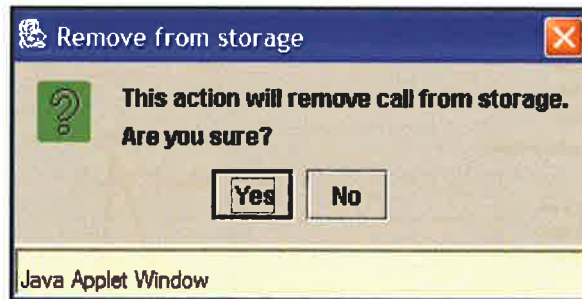


2. Click on the **Accidentally Stored** button



**Accidentally
Stored button**

3. Click on the **Yes** button.



1.3.10 STORAGE LOT LOCATIONS AND DESCRIPTIONS

The various lots where cars can be stored are as follows:

Lot Name	Description
2325 Jerrold	Lot for City Vehicles□
950 Bryant/DPT/SFPD	Lot for City Vehicles
Atlas Towing Yard	Lot for Big Rig Trucks
SFPD Crime Lab	Crime Lab Lot
450 7 th Street	Short Term Lot□
Pier 70	Long Term Lot

1.3.11 RELEASING A VEHICLE

When customers come to the AutoReturn customer service window to retrieve their car, they'll need to provide information about the car, such as the license plate number or VIN, make or model of the vehicle, as well as the location of the tow and date of tow.

To retrieve their vehicle, they will need a photo ID (valid driver's license), if the vehicle was towed by the DPT. If the vehicle was towed by the SFPD, they will need a photo ID and a PD release form. They will also need to pay for the towing and storage charges which have been incurred before the vehicle can be released.

You can follow these basic steps, which are expanded upon in the sections below.

1.3.11.1 OPEN A CALL WORKSHEET

After logging into DTS, open a **Call Worksheet**. The worksheet will be blank when you first enter the system. If the window is not blank select the **New** button to clear the window and start a new search.

The screenshot shows the 'Call Worksheet' form in the AutoReturn system. The form is organized into several sections:

- General:** Includes fields for Call#, DR NO, TowDate, Status, Comps (K R Towing), Acco, Caller, Call Ba, Reason, Class, Equip, and Call Ty.
- Vehicle:** Includes fields for Year, Make, Model, Body, Color, License, State (CA), Odors, VIN, Lic Tag Yr, and Lic Tag Mo.
- Location:** Includes fields for Location, Address, Cross, City, State (CA), Zip, and Zone.
- Destination:** Includes fields for ID, Destina, Address, Cross, City, State (CA), Zip, and Zone.
- Motor Club:** Includes fields for Name, Mem #, Exp. Date, Prog/Lvt, Cost Limit, Mig Limit, Mig Rate, and Auth #.
- Owner/Lien Holder:** Includes fields for First Name, Last Name, Address, City, State, Zip, Phone, Company, License, and State.
- Vehicle/Call details:** Includes fields for License, Year, VIN, Make, Model, Color, State, Account, DR#, Inv#, PO#, Ticket#, Driver, Status, Call Date (21/2004), Range, Police Hold, and Cancelled C...

A yellow callout box points to the 'Clear' button in the 'Motor Club Authorization' section, with the text: "Click on the Clear button to start a new search".

1.3.12 SEARCH FOR A VEHICLE USING A LICENSE PLATE NUMBER, OR OTHER INFORMATION

Click on the **Search** Tab, if needed.

Search Tab is in the lower right corner of the Call Worksheet

Searching on the license plate number of the vehicle is the most straight forward way to find a vehicle in DTS.

Enter a License Plate Number in the License field. If the license plate number is unknown, you can also search on the VIN (the last four digits or entire VIN) as well as the make, model, color and state of the vehicle.

The search fields for the Vehicle Panel are:

Field	Value
License	Enter a complete or partial license plate number.
Year	Enter the vehicle year as 4 digits (e.g. "1999").
VIN	Enter the Vehicle Identification Number (VIN).
Make	Select the vehicle make from the pull-down selection list (e.g. "Ford").
Model	Select the vehicle make from the pull-down selection list (e.g. "Explorer").
Color	Select the vehicle color from the pull-down selection list (e.g. "Green"). This is an optional search criterion, since many custom colors may not be available in DTS.
State	Enter the license plate state.
Motor Club Authorization	Unused field. No entry required.

The search fields for the Call Panel are:

Field	Value
Account	<i>Unused field. No entry required.</i>
DR #	Enter the DR number to list the tow record for this DR number.
Inv #	<i>Unused field. No entry required.</i>
PO #	<i>Unused field. No entry required.</i>
Ticket #	Enter the ticket number to list the tow record associated with this ticket number.
Driver	Select a driver from the drop-down list to see all tow records for this driver.
Status	Select a status from the drop-down list to see all tow records for this status.
Call Date Range	Enter the start date and end date in the appropriate area to list the tow records within the selected date range. You may also select the date from the pop-up window. Leaving the date fields blank will show all tow records for all dates (not recommended).
Police Hold	Check this box to search for calls on police hold.
Cancelled Call	Check this box to include cancelled calls in the search results.

1.3.13 SMART SEARCH STRATEGIES

You can narrow your search by searching on more parameters, such as Make AND Model AND Color. Or, you can broaden your search by only selecting one parameter, such as Make.

By default you are only searching for tows which happened on today's date. You can search for tows which occurred on another date. Use the Call section of the **Call Worksheet** to select a different date. When you click on the drop down arrow next to Call Date, a calendar pop-up window appears. Select the date you want and press **OK**. Be sure and select an end date by clicking on the drop down arrow next to the Range field, if a date is not already present in this field.



Note: Searching is case in-sensitive, so you do not need to worry about whether you search using upper or lower case letters. When working in DTS, leave your Caps Lock in the ON position, so that all text you enter is in UPPER CASE.

1.3.13.1 SEARCHING ON DR NUMBER

If you know the DR Number for a specific tow record, you can search on it by entering it in the DR# Field. If the tow date has already been set in the search panel, then only the last four digits of the DR # are needed for the search, since the beginning numbers in the DR # represent the date of the tow.

1.3.13.2 SEARCHING ON LICENSE PLATE NUMBER

If your search on the entire license plate number does not locate the vehicle, then try searching on a partial license plate number. For example, if the license plate number is:

1JKP234

You can try searching for just the beginning of the license:

1JKP

to see how many matches you get. This search will return all tow records which contain "1JKP" anywhere within the vehicle's license plate number.

Or, you can try searching on just the last 3 digits of the license plate number:

234

This will find all tow records of vehicles with those 3 digits anywhere in the license plate number.

If you know some of the numbers, but are unsure of a specific number or letter, you can use the "%" to indicate that you don't know that particular number. For example:

54%26

Will show you all tow records that have those numbers, where the % is replaced by any single letter or number. Some results might include 54926 or 54K26.

1.3.13.3 SEARCHING ON VIN

If the customer does not know the license plate but has the VIN number, you can search using any part of the entire number. The most common search is on the last four digits of the VIN, as this is what Dispatch will enter if there is no license plate on the vehicle. It is not necessary to type in the full VIN to do a search on it.

1.3.13.4 CONSTRAINING THE TOW DATE

If your search is returning too many rows, then you can restrict the search by setting the Call Date Range fields so you can search for specific dates.

1.3.13.5 POLICE HOLD CHECK BOX

By checking this box, and clicking the **Search** button, you will see a list of *only* those vehicles which have a Police Hold on them. Use this check box along with other search criteria to narrow your search.

1.3.13.6 CANCELLED CALL CHECK BOX

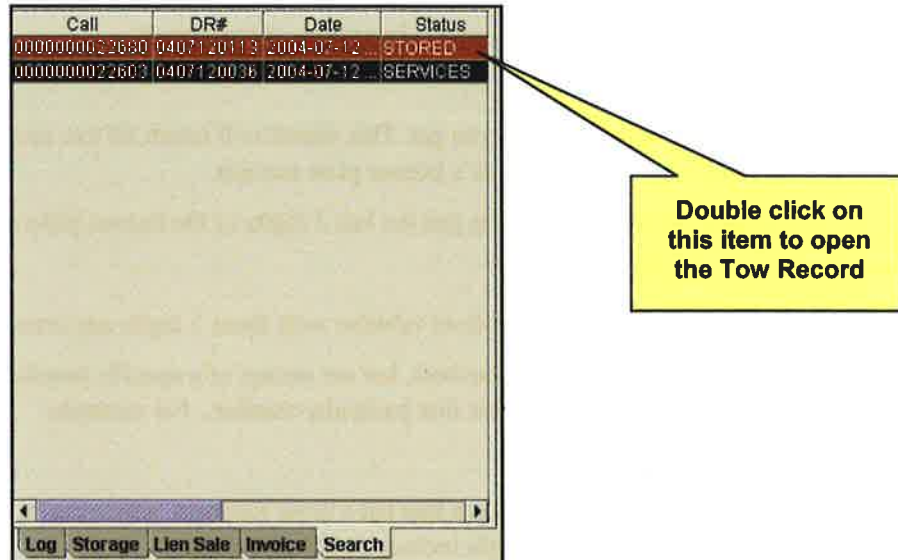
By checking this box and clicking the **Search** button, you will see a list of all vehicles which meet your search criteria, including all tow records in which the tow record has a status of Call Cancelled.

1.3.13.7 ALWAYS USE AT LEAST ONE SEARCH PARAMETER

Always make sure that you enter some search criteria. Never do a search that will find all tows for all dates, as there is no way to stop the search once it has started. This type of search will tie up your machine and slow down the entire system while it searches.

1.3.13.8 SELECT THE VEHICLE FROM THE SEARCH RESULTS

After pressing the Search button, a list of search results appears. This list may contain only a single item, in the case of an exact match for a license plate number. Or, this list may contain several items, in the case of a search on a particular make or model of vehicle.



The search shown above found two vehicles.

Select the vehicle that you are searching for by double clicking on the row in the search results list. A completed *Call Worksheet* appears.



Note: Be sure you double click on the row you want to select. If you click once, the record will not be selected, but not opened, and you risk working over the record which was open before your started your search.

1.3.14 REVIEW THE CALL WORKSHEET

Once you've found the tow record, there are several items that you'll want to review with the customer:

1. If the vehicle has been towed by the police department, the customer will need to get a release document from them before we can release the car. For more information on vehicle release forms, see AutoReturn's *Customer Service Procedure Guide*.
2. If the vehicle is labeled On Hold, the vehicle cannot be released until the hold has been removed. See *Chapter 4 – Storage and Holds*, for more information about holds.
3. Review with the customer the reason the vehicle was towed, based on the Reason code. See *Appendix B – Reason Codes* for details on each reason code and its meaning.
4. Confirm the license, make and color of the vehicle, so that you are sure you are working on the correct tow record. If you are unsure, find the TIMS record for this vehicle and check the registered owner of the vehicle.
5. Confirm the location from which the vehicle was towed, so that you are sure you are working on the correct tow record.

File Utilities Message(s) Help

Call# AUTO 00000000 24106 DRNO 040

General

Compa: San Francisco AutoReturn
 Acco: San Francisco DPT
 Call B: 415-553-1219
 Reason: FEE/14601
 Call Ty:
 Class:
 Equip: Reg:
 Cost:
 Mfg Limit:
 Mfg #:

Vehicle

Year:
 Model: EXPLORER
 Body: SLI SPORT
 License: 3NLV700
 Odom:
 Lic Tag Yr:
 Make: FORD
 Color: BLACK
 ID#:
 State: CA
 VIN: 1SOP9KWS6334
 Lic Tag Month:
 On:
 First Name:
 Last Name:
 Address:
 City:
 Phone:
 Company:
 License:
 State:
 Ow:
 Not:
 For:
 Entry:
 Dwind:
 Log:
 Storage:
 Lien Sale:
 Invoice:
 Search:
 New:
 Cancel Call:
 Save:

Location

Location:
 Address: 2750 HARRISON STREET
 Cross St: 23RD / 24TH
 City: San Francisco
 State: CA
 Zip:
 Zone:
 Destination:
 ID:
 Destinat:
 Address:
 Cross St:
 City: San Francisco
 State: CA
 Zip:
 Zone:
 Call Customer Invoice Admin

Vehicle

License:
 Year:
 VIN:
 Make:
 Model:
 Color:
 State:
 Motor Club Authorization #
 Search:
 Clear:

Call

Account:
 DR#:
 Inv#:
 PO#:
 Ticket#:
 Driver:
 Status:
 Call Date: 7/19/2004
 Range: 7/19/2004
 Police Hold:
 Cancelled Call:

Call	DR#	Date	St
000000024121	0407190090	2004-07-19	ENRC
000000024120	0407190089	2004-07-19	STOR
000000024119	0407190088	2004-07-19	ENRC
000000024118	0407190087	2004-07-19	ENRC
000000024117	0407190086	2004-07-19	STOR
000000024116	0407190085	2004-07-19	STOR
000000024115	0407190084	2004-07-19	STOR
000000024114	0407190083	2004-07-19	STOR
000000024113	0407190082	2004-07-19	STOR
000000024112	0407190081	2004-07-19	STOR
000000024111	0407190080	2004-07-19	STOR
000000024110	0407190079	2004-07-19	STOR
000000024109	0407190078	2004-07-19	STOR
000000024108	0407190077	2004-07-19	STOR
000000024107	0407190076	2004-07-19	STOR
000000024106	0407190075	2004-07-19	SERVA
000000024105	0407190074	2004-07-19	STOR
000000024104	0407190073	2004-07-19	STOR
000000024103	0407190072	2004-07-19	STOR

1.4 CALL WORKSHEET PANELS

1.4.1 GENERAL INFORMATION

This part of the **Call Worksheet** shows which organization requested the tow, and the reason for the tow.

General			
Company:	San Francisco AutoReturn ▼		
Account:	San Francisco DPT		
Caller:			
Call Back:	415-553-1239		
Reason:	VEL38B.1 ▼	Class:	▼
		Equip:	Regular ... ▼
Call Type...			

1.4.2 VEHICLE INFORMATION

This part of the **Call Worksheet** shows you the information about vehicle which has been towed.

Vehicle			
Year:		Make:	FORD ▼
Model:	EXPLORER ▼	Color:	BLACK ▼
Body:	SU:SPORTS UTILITY ▼	ID#:	
License:	4CTL896	State:	CA ▼
Odom:		VIN:	
Lic Tag Yr:		Lic Tag Month:	

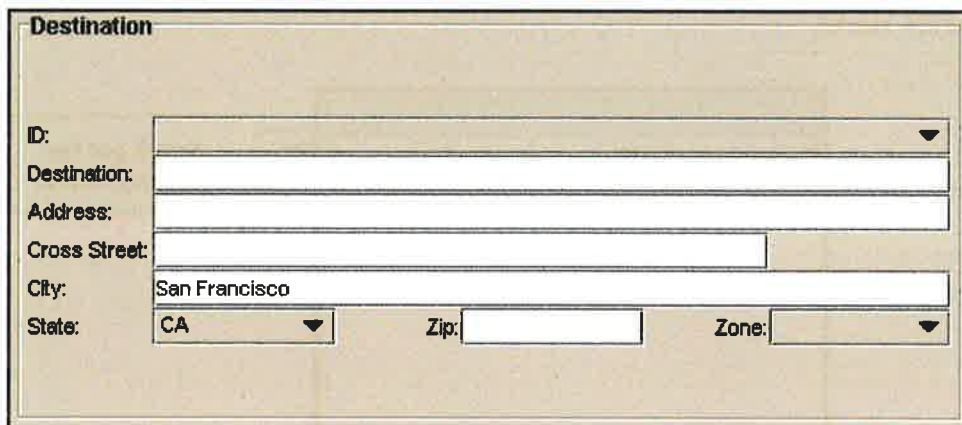
1.4.3 TOW LOCATION

This part of the **Call Worksheet** shows you the information about the location from which the vehicle was towed.

Location			
Location:			
Address:	219 SACRAMENTO		
Cross Street:			
City:	San Francisco		
State:	CA ▼	Zip:	
		Zone:	▼

1.4.4 DESTINATION

This part of the *Call Worksheet* is used to enter data for Towback and Towout transactions. This is the location

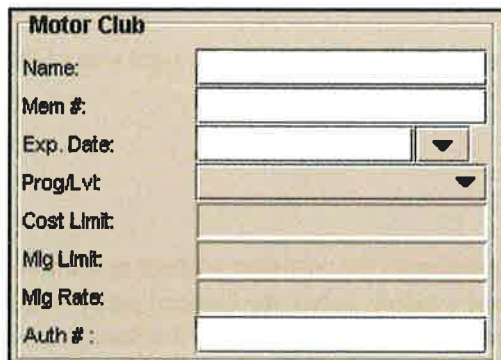


The Destination form is a rectangular box with a title bar. Inside, the following fields are listed vertically on the left, each followed by an input field on the right:

- ID: [dropdown menu]
- Destination: [text field]
- Address: [text field]
- Cross Street: [text field]
- City: [text field containing "San Francisco"]
- State: [dropdown menu containing "CA"]
- Zip: [text field]
- Zone: [dropdown menu]

1.4.5 MOTOR CLUB

This part of the *Call Worksheet* is not currently used.



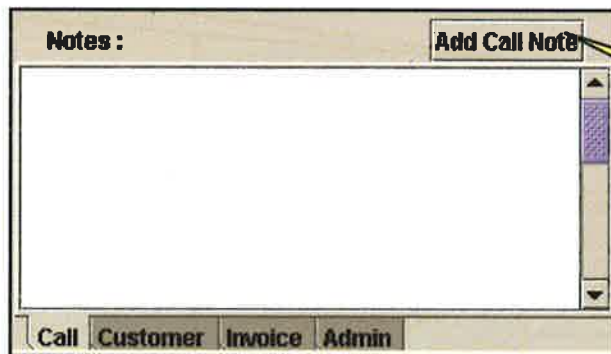
The Motor Club form is a rectangular box with a title bar. Inside, the following fields are listed vertically on the left, each followed by an input field on the right:

- Name: [text field]
- Mem #: [text field]
- Exp. Date: [text field]
- Prog/Lvt: [dropdown menu]
- Cost Limit: [text field]
- Mlg Limit: [text field]
- Mlg Rate: [text field]
- Auth #: [text field]

1.4.6 REVIEW AND WRITE NOTES IN THE NOTES AREA

During the course of working on a *Call Worksheet* it is helpful to review notes for this tow record, and write additional information as needed. To add a note, use the following steps:

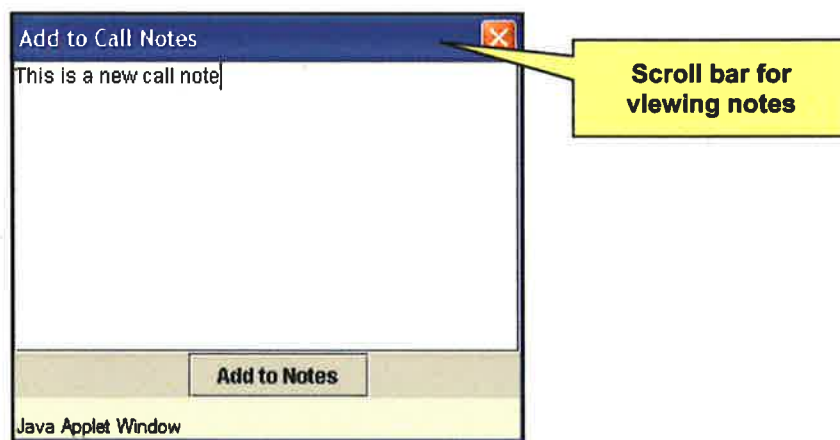
1. Click on the **Add Call Note** button. A pop-up *Notes* window appears.



The Notes window is a rectangular box with a title bar. It contains a large text area for writing notes. In the top right corner of the window is a button labeled "Add Call Note". At the bottom of the window is a tabbed interface with four tabs: "Call", "Customer", "Invoice", and "Admin".

Click Add Call Note
to add notes to this
tow record

2. Enter the note in the text box.
3. Click on the **Add to Notes** button.
4. Click the **Save** button in the lower right corner of the *Call Worksheet* to save the Call Note to the tow record.



Note: It is important that you click the **Save** button after completing your note. If you don't click **Save**, your Note will be lost.



To review Call Notes scroll through the text field using the scroll bar on the right side of the text box. Notes are shown from newest to oldest.

1.5 REMOVING THE VEHICLE FROM STORAGE

1.5.1 VERIFY VEHICLE HOLD MESSAGE

If the vehicle is On Hold, the vehicle cannot be released to the customer without an authorized Police release. There is a message on the *Call Worksheet* window, below the General panel, when a vehicle has been marked as On Hold. For more information on Holds, see *Chapter 5 – Storage and Holds*.

1.5.2 CHECK ETIMS

Make sure that there are not more than five outstanding citations on the vehicle

At this point need to you go into the TIMS system to check on two important items:

- Registered owner of the vehicle. The registered owner must be present to release the vehicle. In TIMS, you can check the owner registration and compare it to the driver's license presented to you by the customer. This is only true when the vehicle was towed for expired registration. Otherwise, they use the registered owner info as a courtesy check.
- Number of citations on the vehicle. The vehicle cannot have five (5) or more unpaid citations. If there are, then the customer must pay for these tickets in order to release their car, even if the citations are not yet due. If there are citations which have the status of "Under Review", you do not need to collect fees for those tickets.

For more information on TIMS, see the AutoReturn document entitled *TIMS Training Guide*.

1.5.3 VIEW STORAGE CHARGES

It is often a good idea to review the estimated charges with the customer prior to taking the vehicle out of storage. If you wait and review these amounts with the customer after taking the car out of storage, you will have to complete additional steps to return the vehicle to storage in the event that the customer is unable to pay.

To see an estimate of storage charges:

1. Click on the **Storage** tab.
2. Click on the **View Storage Charge** button. A pop-up window appears.
3. Click on the **Storage Out Date** button. A time-stamp appears in the field next to the button.
4. Click on the **Calculate** button. The amount owed for storage appears next to the Storage Amount label. The amount shown is the storage fee only, and does not include transfer fees and towing.

Storage Charge

Service Type: Passenger 1st 20 Hr. af 4 Free

Storage In Date: 08/11/2004 17:51

Storage Out Date: 08/11/2004 19:37

Storage Amount: \$0.00

Calculate Close

Java Applet Window

Add this amount to the towing fees, transfer fees and lien fees, if any, to give the customer an accurate amount they owe.

1.5.4 TAKE THE VEHICLE OUT OF STORAGE

1. Click on the **Storage** tab. The **Call Worksheet** displays a panel which shows the storage record for the vehicle.

2. Click on the **Time Out** button. A window will appear asking you if you are sure that you want to take this vehicle out of storage.
3. Click on the **Yes** button.
4. Save the record. At this point, the status for the tow record becomes Services, which means that the record is ready to have the services added and calculated.

Lot Info	
Service Type:	Passenger 1st 20 Hr. of 4 Free
Time In:	07/19/2004 11:47
Lot Company:	AUTO
Lot / Section:	Pier 70 Blue
Key Held / Tag...	<input type="checkbox"/> 705
Tracking #:	
Lien Type/ Value:	\$0.00
Lien Exempt:	<input type="checkbox"/>
Storage Type:	
Time Out:	07/19/2004 12:15
Total:	\$0.00
Grand Total:	\$0.00
View Storage Charge	Lot Transfer
Accidently Stored	Back in Storage
Lot Transfer History	

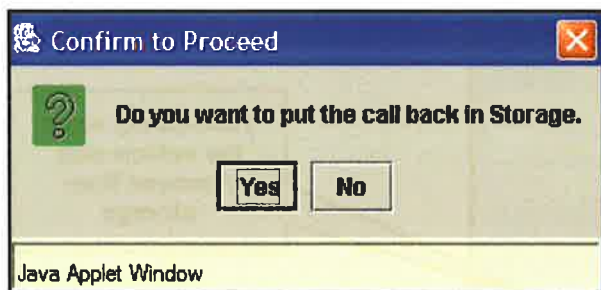
Time-stamp when the vehicle was removed from storage

Back in Storage button

There will now be a time-stamp in the Time Out field. You cannot do anything else to this tow record except add services and create invoices.

1.6 PUTTING A VEHICLE BACK IN STORAGE

If for some reason, you are not able to complete the release of the vehicle, you need to click the **Back in Storage** button on the *Storage* panel.



This will remove the time-stamp from the Time Out field and return the Status of the tow record to Stored.



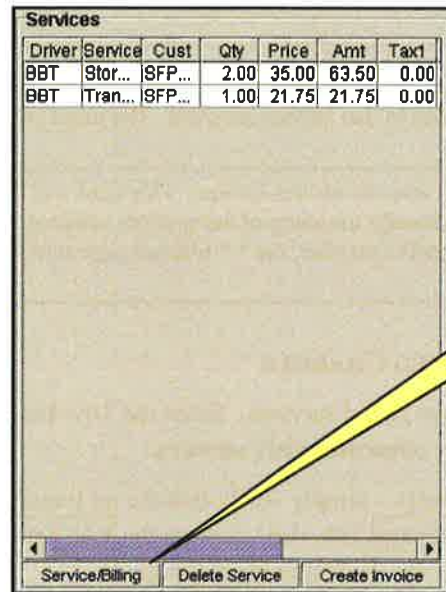
Note: You cannot put a car that has a lien status (Lien Start, Lien Papers or Lien Sold) back in storage, so use the Back in Storage button carefully.

1.7 ADD CHARGES TO AN INVOICE

To view and add charges incurred for the towing and storage of a vehicle, click on the **Invoice** tab in the lower right hand corner of the *Call Worksheet* window.



A list of services received thus far is displayed. This will include the towing and storage charges which are calculated and added automatically based on the Time In and Time Out fields. It may also include a lot transfer fee, if applicable. You can add more services at this time.



The screenshot shows a window titled "Services" containing a table with the following data:

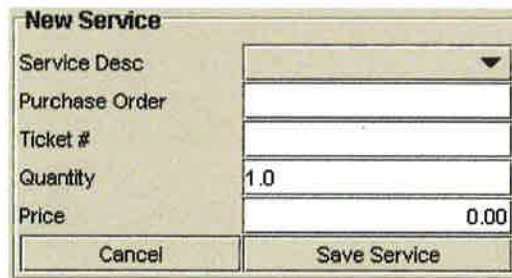
Driver	Service	Cust	Qty	Price	Amt	Tax1
BBT	Stor...	SFP...	2.00	35.00	63.50	0.00
BBT	Tran...	SFP...	1.00	21.75	21.75	0.00

Below the table are three buttons: "Service/Billing", "Delete Service", and "Create Invoice". A yellow callout box points to the "Service/Billing" button.

Click on the
Service/Billing
button to add
services to this
Invoice

1.7.1 ADD SERVICES TO THE INVOICE

Click on the **Service/Billing** button. This brings up the *New Service* window. Now you can add any additional charges, such as the towing fees.



The screenshot shows a window titled "New Service" with the following fields and buttons:

Service Desc	
Purchase Order	
Ticket #	
Quantity	1.0
Price	0.00
Cancel	Save Service

A yellow callout box points to the "Service Desc" field.

Service Descr drop
down list

Field	Value
Service Descr	Use this drop-down box to select a service to add to the invoice.
Purchase Order	<i>Unused field. No entry required.</i>
Ticket #	<i>Unused field. No entry required.</i>
Quantity	Enter the quantity of this service received. The usual entry for this field is 1.
Price	Enter the dollar amount for this service. This field will be filled in automatically for many of the services selected. If the amount is a negative number, the “-” (minus) sign must be entered first.

1.8 SELECT TOW SERVICE AND ASSOCIATED CHARGES

Choose a **Service Desc** from the drop down list of services. Since the Tow Fee is added automatically, you should instead add any other necessary services.

Lot transfer fees are also added automatically – simply verify that the lot transfer fee has been added to the invoice. To do this, click on the **Storage** Tab, then click on the **Lot Transfer History** button. If there have not been any transfers you’ll see the following message:



1.8.1 ADDING CITATIONS TO THE SERVICES LIST

Before completing an invoice, check eTIMS to make sure that the customer does not have five or more outstanding citations. If they do, then they will need to pay for these tickets before you can release the vehicle. Get a total dollar amount of the five tickets from TIMS.

New Service	
Service Desc	Outstanding Tix from TIMS ▼
Purchase Order	
Ticket #	
Quantity	1.0
Price	420.00
<input type="button" value="Cancel"/> <input type="button" value="Save Service"/>	
<input type="button" value="Log"/> <input type="button" value="Storage"/> <input type="button" value="Lien Sale"/> <input type="button" value="Invoice"/> <input type="button" value="Search"/>	

Select **Outstanding Tix from TMS** from the **Service Desc** drop down field, and enter the dollar amount of all citations that the customer is paying in the **Price** field.

Click **Save Service**, to add this item to the **Services** list.

Once the customer has paid for the tickets, you'll need to return to TIMS and mark which tickets have been paid for. See the *TIMS Training Guide* for more information.



Note: Customers who have fewer than five tickets are not required to pay for their citations to have their vehicles released. However, they do have the option of paying for their outstanding citations at this time, if they wish.

1.8.2 CALCULATE ESTIMATE

Once all the services have been added, click on the button **Calc Estimate** button to see an estimate of the total charges that the customer will need to pay.

Tell the customer the total amount prior to creating an invoice.

Calc Estimate	\$171.75	for all services
----------------------	-----------------	-------------------------

Click on **Calc Estimate** after selecting a service to get a total for all services

1.9 CREATE AN INVOICE

Click on the **Create Invoice** button.

The screenshot shows a window titled "Services" containing a table with the following data:

Driver	Service	Cust	Qty	Price	Amt	Tax1
BWT	Stor...	SFD...	1.00	0.00	0.00	0.00
BWT	Tran...	SFD...	1.00	21.75	21.75	0.00
BWT	Tow...	SFD...	1.00	171....	171.75	0.00
BWT	Citati...	SFD...	1.00	420....	420.00	0.00

Below the table is a large empty area. At the bottom of the window are three buttons: "Service/Billing", "Delete Service", and "Create Invoice". A yellow callout box with the text "Click on Create Invoice" has an arrow pointing to the "Create Invoice" button.



Note: All the services in the Services list will be selected automatically in order to create an invoice. If you mistakenly select only some of the services in the list then the invoice created will only include those services which are selected (black). Press the Shift key while clicking on each item to select each service individually, or click on the **Call #** button to refresh the window and select all the services.

1.9.1 BILL TO SELECTION

After clicking on **Create Invoice**, you'll see a window where you select either the SFDPT or an Owner List. Select the Owner List radio button. From the drop down list choose **Released To**. If a different person is paying for the release, please add this person's information under the **Bill To** section.

Invoice Creation

Select Bill To

☐ Police Dept. - San Francisco

Owner List

BILL TO
LIEN HOLDER
REGISTERED OWNER
RELEASED TO
SOLD TO

Billing Customer

First Name:
Address:
State:
Phone:
Company:
State:

Invoice Information

Number: Date: 09/25/2006
Comment:

Java Applet Window

After selecting an option from the **Owner List** drop down, you'll be able to add Address Information

1.9.2 CUSTOMER AND ADDRESS INFORMATION

Fill out the Select Bill To section. If possible, swipe the driver's license using the swipe machine. When the information is entered, click the **Save** button.

Invoice Creation

Select Bill To

☐ Police Dept. - San Francisco

Owner List

BILL TO

Billing Customer

First Name:
Address:
State:
Phone:
Company:
State:

Last Name:
City:
Zip:
Ext:
License:

Invoice Information

Number: Date: 09/25/2006
Comment:

Java Applet Window

1.9.3 INVOICE INFORMATION

A window showing the Invoice Number and Invoice Date appears.

1. Add any comments to the invoice. For example, if the customer ID is not from the United States, enter the ID verification information here. Also enter "Rental Vehicle" in the comments field if the vehicle is a rental.
2. Click **OK**.

Invoice Creation

Select Bill To

☐ Police Dept - San Francisco

Owner List

Billing Customer

First Name: Last Name:

Address: City:

State: Zip:

Phone: Ext:

Company: License:

State:

Invoice Information

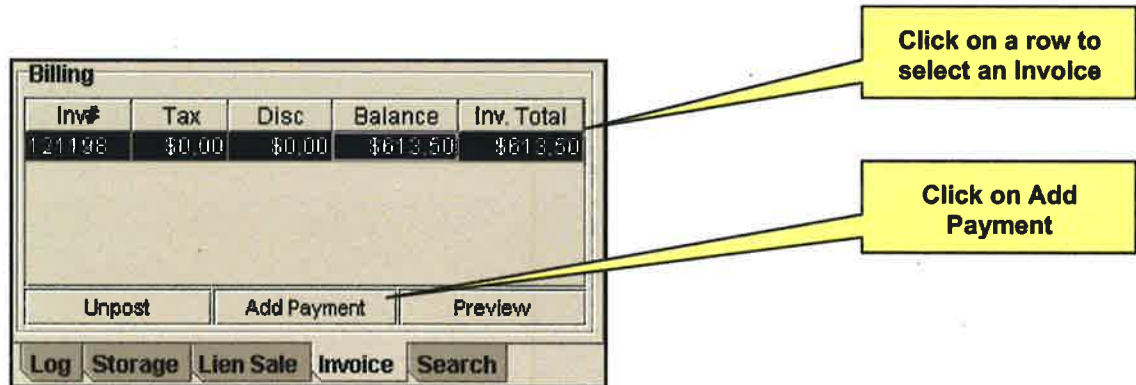
Number: Date:

Comment:

Java Applet Window

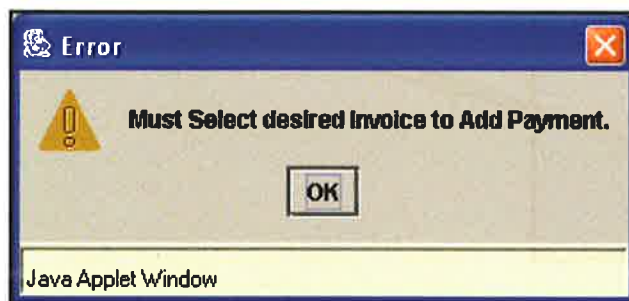
1.10 ADD PAYMENTS TO AN INVOICE

Now that you have created an invoice, you will see it in the list of invoices for this tow record.



1.10.1 SELECT AN INVOICE TO ADD A PAYMENT

Click on the **Billing/Service** button to display a list of invoices associated with this tow record. Click on the invoice that you have created. If you don't select an invoice from the list, and you click on the **Add Payment** button, then you'll see the following message



1.10.2 ADDING PAYMENTS TO INVOICES

Click the **Add Payment** button and a window appears where you can complete the payment for the towing services.

1.10.3 PROCESSING CASH PAYMENTS

1. From the drop down list, select the Payment Type of Cash.
2. Type in the dollar amount in the Amount field.
3. Click on the **Apply** button.

The screenshot shows a software window titled "Add Payment". It contains two main sections: "Details" and "Cash".

Details Section:

Invoice #	121198
Payment Type	Cash
Purchase Order	
Received By	jpendleton
Pynt Date	07/19/2004

Cash Section:

Amount: 0

At the bottom of the window are three buttons: "Apply", "Next", and "Close".

Two yellow callout boxes with arrows point to the buttons:

- A box labeled "Apply a payment" points to the "Apply" button.
- A box labeled "Click to exit without Saving" points to the "Close" button.

1.10.4 PROCESSING CHECK PAYMENTS

1. From the drop down list, select the Payment Type of Check.
2. Type in the dollar amount in the *Amount* field.
3. Type in the check number in the *Number* field, the *Amount*, and the Approval number supplied by the approval machine.
4. Click on the **Apply** button.

Add Payment

Details

Invoice #	121198
Payment Type	Check
Purchase Order	
Received By	jpendleton
Pymt Date	07/19/2004

Check

Type	PERSONA...
Number	9937
Amount	\$200.00
Approval	7608

Apply Next Close

5. Make sure the check as the following information:
 - a. Name
 - b. Address
 - c. Phone Number
 - d. Drivers License Number
 - e. Check Approval Number
 - f. DR Number
- 6) From the drop down list, select the Payment Type of Credit Card.
- 7) Choose the Type of card, such as Visa.

- 8) Enter the Amount and the Approval code.
You do not need to enter the credit card Number, Expiration date or the card holder's Name. This information is captured by the credit card processing/check approval machine.
- 9) Click the **Apply** button.

Add Payment

Details

Invoice #	121198
Payment Type	Credit Card ▼
Purchase Order	
Received By	jpendleton
Pymt Date	07/19/2004

Credit Card

Type	Visa ▼
Number	
Expiration	▼
Name	
Amount	\$213.50
Approval	7985

Apply Next Close

After the payments have been applied, the Balance in the Billing section of the *Call Worksheet* should be \$0.00.

1.11 COMPLETE THE INVOICE

Select the invoice from the Billing list. Click on the Preview button to display the final invoice. If you do not have an invoice selected in the list, you'll see the following window.

The screenshot shows a 'Billing' window with a table of invoices. A yellow callout points to the 'Inv#' column, labeled 'Select the Invoice'. Another yellow callout points to the 'Preview' button, labeled 'Click the Preview button'.

Inv#	Tax	Disc	Balance	Inv. Total
121198	\$0.00	\$0.00	\$0.00	\$613.50

Buttons: Add Payment, Preview, Log, Storage, Lien Sale, Invoice, Search

Print the invoice. Three copies will automatically print. Keep one for our records, give two to the customer. One of the two which goes to the customer is used to retrieve the car from the storage lot. This one should be embossed with the handheld embossers located at each desk. In the event that a customer pays for tickets or has a waiver, you need to print one additional copy (a total of four copies). The extra copy is for our files.

The screenshot shows the 'AutoReturn' invoice for San Francisco AutoReturn. It includes customer information, vehicle details, tow information, and a detailed breakdown of charges.

San Francisco AutoReturn
850 Bryant Street -- Room 145
Hall of Justice
San Francisco, CA 94103
415-621-8805

Bill To:
JOHN PENDLETON
110 OAK STREET
SAN FRANCISCO CA 94110
CA A6978098

Invoice Date: 07/19/2004
Invoice#: 121198
DR / Log #: 0407190075
Released By: pendleton

Make	Model	Color	Body	License	Vin
FORD	EXPLORER	BLACK	SU	CA -3NLV700	19CP9KWS6633498

Vehicle Towed From: 2768 HARRISON STREET 25RD / 24TH San Francisco
Lot Name: Pier 70
Lot Section: Blue
Tag #: 705
Keys Held: N

Call No	Account	Reason	Description	Tow Date	Storage Out Date
000000024106	SFDPTX 0407190075	FEE/14601	Unlicensed Driver	07/19/2004	07/19/2004

Call Taken	Completed	Time Out
10:34:00	11:10:00	12:16:00

Driver	Track	Quantity	Service Description	Service Price	Total
BWT	BWT	1.0	Passenger 1st 20 Hr. of 4 Free	0.00	0.00
BWT	BWT	1.0	\$21.75-Lot Transfer Fee NEW	21.75	21.75
BWT	BWT	1.0	\$171.75-Tow Passenger Cars NEW	171.75	171.75
BWT	BWT	1.0	Outstanding Tix from TMS	429.00	429.00
				Sub Total	613.50
				Net Total	613.50
				Amount Paid	613.50
				Cash:	200.00
				Check:	200.00
				Credit Card:	213.50
				Balance:	0.00

9959 Approval Code: 7603
Approval Code: 7985

Released To: JOHN PENDLETON
Signed: _____ **Date:** _____

BY LAW YOU CAN PROTEST A CITY AND COUNTY OF SAN FRANCISCO VEHICLE TOW. YOU MUST REQUEST A HEARING WITHIN 30 DAYS.
SFPD (415) 552-1619
DPT (415) 285-3067

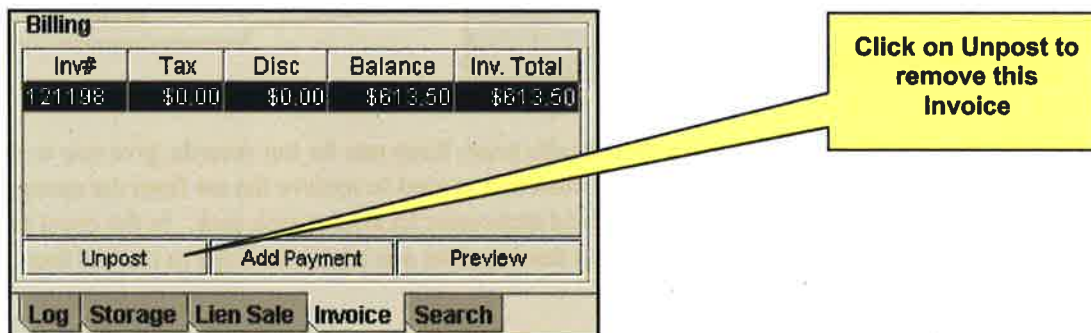
1.12 ADDITIONAL INVOICE TASKS

1.12.1 RELEASE THE VEHICLE INSIDE OF TIMS

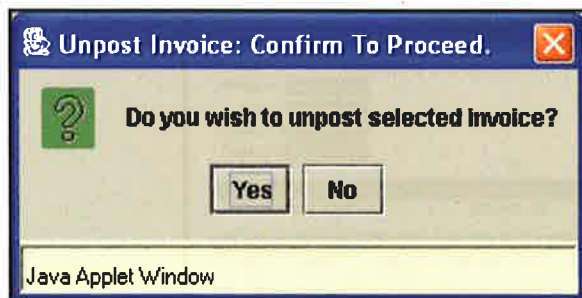
Once you have released the vehicle to the customer, and received all payments, the vehicle must be released inside of TIMS. See the TIMS section for more information.

1.12.2 UNPOSTING INVOICES

You can unpost invoices if no payments have been made. If a customer realizes that they do not have enough money to pay for the services, you can unpost the invoice and return the vehicle to storage. In this case, click on the **Unpost Invoice** button.



You'll see a window asking you if you are sure you want unpost the invoice.



Click the **Yes** button to complete the unposting process.

If the customer will be returning at a later time to pay, don't forget to put the vehicle back in storage.

If payments have been made on the Invoice, it cannot be unposted. If you attempt to unpost a paid invoice, you'll see a message telling you that you cannot complete this action. To unpost an invoice, you must see your supervisor.

1.12.3 PAYMENT WAIVERS

When the customer has a payment waiver from the SFPD or DPT these waivers are processed as credits applied against the invoice. To process a payment waiver, follow these steps:

1. Click on the **Service/Billing** tab

2. Use the drop down list to select one of the three Waiver services listed (Waiver-Auto-Release, Waiver-DPT-Release or Waiver-SFPD-Release), as indicated on the waiver itself.

New Service

Service Desc: -\$0-Waiver-SFPD-Release

Purchase Order:

Ticket #:

Quantity:

Price:

Buttons: Cancel, Log, Storage, Lien

3. Enter the amount of the waiver as a negative number.

New Service

Service Desc: -\$0-Waiver-SFPD-Rel...

Purchase Order:

Ticket #:

Quantity: 1.0

Price: 100.00

Buttons: Cancel, Save Service

4. Click on the **Save Service** button.

1.12.4 ADDITIONAL BILL TO INFORMATION

In the event that the person paying for the vehicle is different from the person to whom the vehicle is released, use the Owner/Lien Holder panel on the *Call Worksheet* to enter the Bill To information for this tow record.

Owner/LienHolder

BILL TO:

First Name:

Last Name:

Address:

City:

State:

Zip:

Phone:

Ext:

Company:

License:

State:

Buttons: Owner/Lien Holder, Heavy Duty Towing

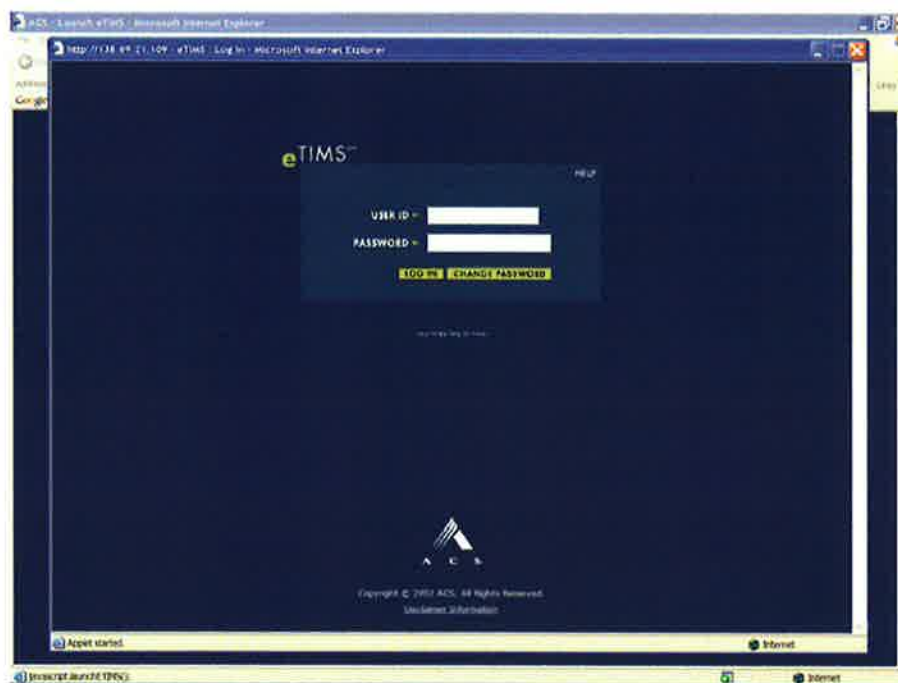
2 TIMS

2.1 TIMS LOGIN

The electronic Ticket Information Management System (eTIMS) is the Department of Parking and Traffic's data repository for vehicle ticket information. It is also the data source for towed vehicle information, into which DPT Tow Desk will enter towed vehicle data such as license plate, date, and time of tow.

AutoReturn uses eTIMS as a secondary source of vehicle release functions. The primary source of stored vehicle information is DTS (under separate documentation). Initial login:

- Double click on eTIMS icon on Desktop
- Enter User ID and Password



- Press Enter or click on Log In button

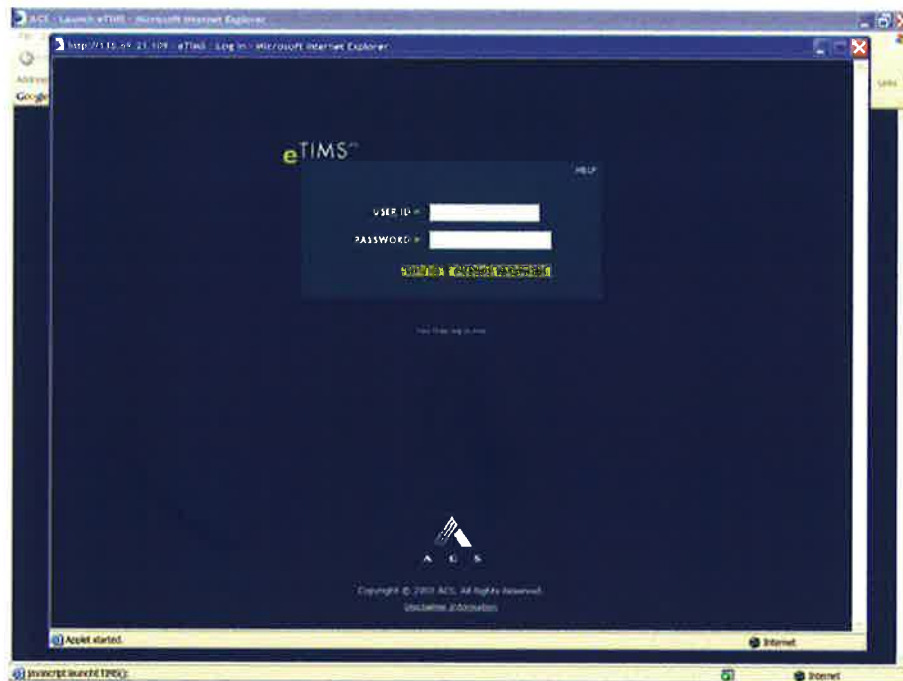
For login questions:

Monday-Friday from 8AM-5PM contact Mark Santos at (415) 674-7833

Evenings and weekends contact the ACS Help Desk at (800) 933-4672

2.2 CHANGE TIMS PASSWORD

Go to the TIMS login screen:



SECURITY NOTE:

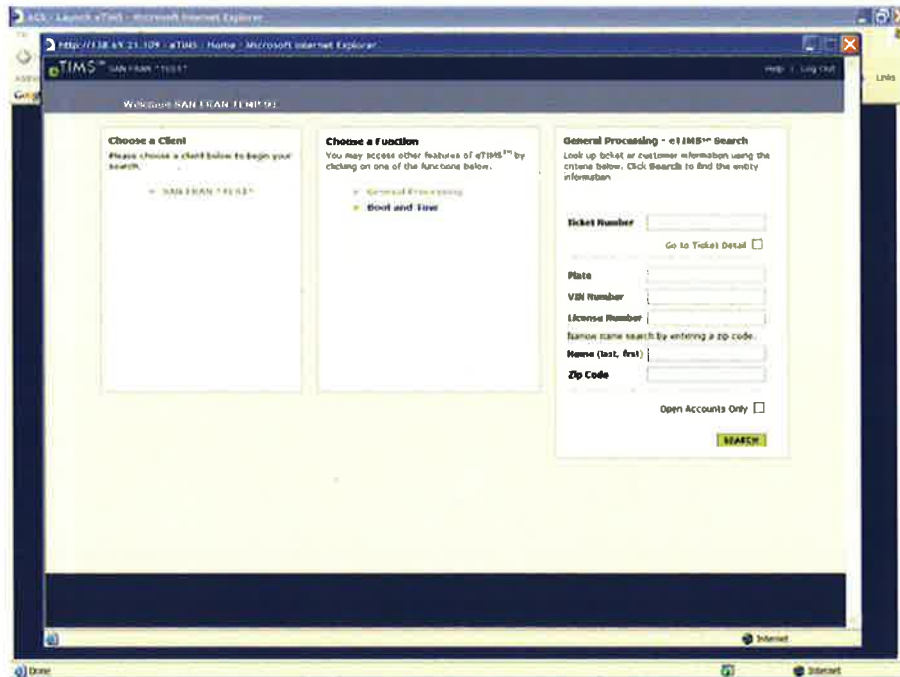
IF AT ANYTIME YOU FEEL YOUR PASSWORD HAS BEEN COMPROMISED, CHANGE IT. IF YOU NEED HELP, CALL YOUR SUPERVISOR. NO ONE SHOULD KNOW YOUR PASSWORD. NEVER GIVE IT OUT OR SHARE IT. YOU ARE RESPONSIBLE FOR ALL ACTIONS DONE WITH YOUR ID AND PASSWORD AND CAN BE HELD LIABLE FOR UNAUTHORIZED ENTRIES DONE WITH YOUR ID AND PASSWORD.

→ Click on Change Password

2.3 RELEASING VEHICLES IN TIMS

Once a vehicle is released from DTS, it should be released from eTIMS as soon as possible. In some cases, the vehicle is not yet in eTIMS (Towaways are sometimes delayed entries). These should be checked during off-peak times.

After logging into eTIMS, you will see the following screen appear:



Once you see the screen above, you are ready to release vehicle and process citations.

The default screen is General Processing. Note that the color of General Processing in the middle box is shadowed out. To release a vehicle from here, click on Boot and Tow.

2.4 PROCESSING CITATION PAYMENTS IN TIMS

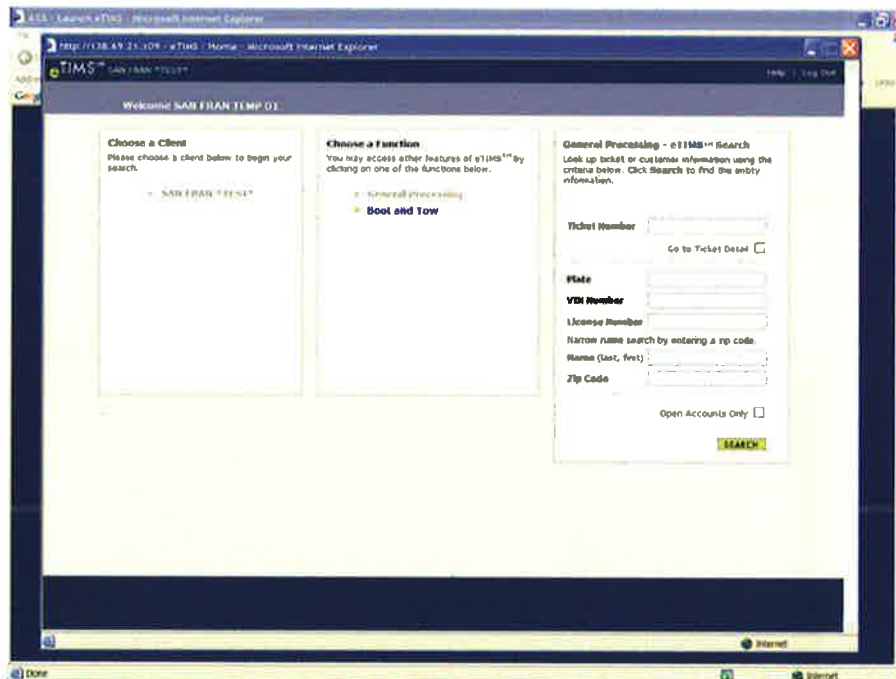
In addition to TIMS use in storing towed vehicle information, it is also the system in which AutoReturn processes payments for Citations for the DPT.

Customers must pay for citations (tickets) under the following circumstances:

- Customer has five (5) or more citations under their name;
- Customer has five (5) or more citations under the registered owner's name (the customer must provide proof that they are the new registered owner to avoid payment)
- Customer has delinquent citations.

Customers also have the option to pay for citations that are not in penalty and may also pay for citations even if their vehicle was not towed. Please see the Customer Service Policy and Procedures Guide for more information.

After logging into eTIMS, you will see the following screen appear:

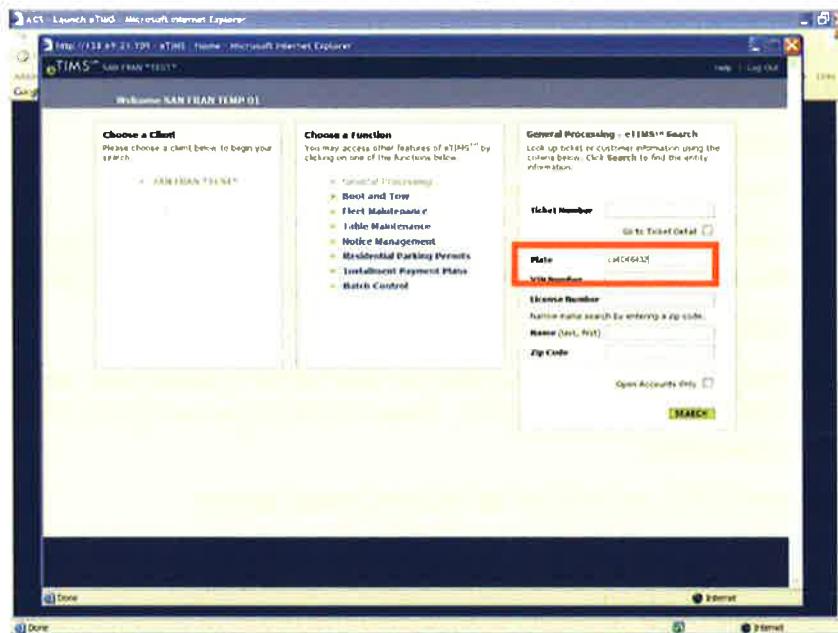


Once you see the screen above, you are ready to process citations and/or releases.

This screen is General Processing. Note that the color of General Processing in the middle box is shadowed out. From here, you can search for the citations on a vehicle.

- In the field next to Plate, type in the plate number. If you have the last 8 digits of the VIN, this would go here also (the field next to VIN is for a complete VIN number).

NOTE: Remember to type the two-digit state code in front of the plate, with no space between this and the plate. For example: ca6d66432. The system is not capital sensitive, so you can use lower or upper case. If you are entering a VIN, enter: vn8j634569



→ Press Enter or click on the Search button.

If there are multiple owners, the following screen will appear:



Choose the most recent owner to view current citations.

Once you have selected the appropriate record or if the license plate has only one registered owner, the following screen will appear:

Quick Process

- All: 76 (\$740.00)
- Open Tickets: 8 (\$740.00)
- Boot Eligible Tickets: 9 (\$740.00)**
- Marked/Held Tickets: 1 (\$180.00)

Customer
 Rojas Ruben
 3677A 19TH ST
 San Francisco, CA 94110
 Address Source: Registry
 Ticket Type: Park
 Plate: CAG06432 06/21/2000
 VIN: VU2287

Financial Summary
 Ticket Amount: \$740.00
 Fee Amount: \$0.00
 Interest Amount: \$0.00
 Total Due: **\$740.00**
 Unapplied amt: \$0.00

Customer Status
 Towed 02/17/04
 Fulfilled 22%

Ticket #	Vehicle Make	Issued on	Due Date	Amount	Fee	Interest	Total Due
114721267	2000 BMW	06/21/2000	07/21/2000	\$180.00	\$0.00	\$0.00	\$180.00
114721268	2000 BMW	06/21/2000	07/21/2000	\$180.00	\$0.00	\$0.00	\$180.00
114721269	2000 BMW	06/21/2000	07/21/2000	\$180.00	\$0.00	\$0.00	\$180.00
114721270	2000 BMW	06/21/2000	07/21/2000	\$180.00	\$0.00	\$0.00	\$180.00
114721271	2000 BMW	06/21/2000	07/21/2000	\$180.00	\$0.00	\$0.00	\$180.00
114721272	2000 BMW	06/21/2000	07/21/2000	\$180.00	\$0.00	\$0.00	\$180.00
114721273	2000 BMW	06/21/2000	07/21/2000	\$180.00	\$0.00	\$0.00	\$180.00
114721274	2000 BMW	06/21/2000	07/21/2000	\$180.00	\$0.00	\$0.00	\$180.00
114721275	2000 BMW	06/21/2000	07/21/2000	\$180.00	\$0.00	\$0.00	\$180.00

This screen shows open citations for the customer. AutoReturn is required to collect Boot Eligible Tickets only. As noted above, a customer may pay for any open citations, but this is optional only.

In the example above, the customer has 9 delinquent citations totaling \$740.00. These must be paid prior to the release of the vehicle.

→ Click the button next to the words Boot Eligible tickets.

Quick Process

- All: 76 (\$740.00)
- Open Tickets: 8 (\$740.00)
- Boot Eligible Tickets: 9 (\$740.00)**
- Marked/Held Tickets: 1 (\$180.00)

Customer
 Rojas Ruben
 3677A 19TH ST
 San Francisco, CA 94110
 Address Source: Registry
 Ticket Type: Park
 Plate: CAG06432 06/21/2000
 VIN: VU2287

Financial Summary
 Ticket Amount: \$740.00
 Fee Amount: \$0.00
 Interest Amount: \$0.00
 Total Due: **\$740.00**
 Unapplied amt: \$0.00

Customer Status
 Towed 02/17/04
 Fulfilled 22%

Filter Tickets By: Boot Eligible Ticket

→ For ease of viewing, you can also go to the bottom of the screen and in the drop down menu labeled "Filter Tickets By", click on Boot Eligible Ticket. At this point, only the Boot Eligible tickets will appear in the screen above.

Once you have clicked the button next to Boot Eligible Tickets, you should go to the drop down menu below this where it says "Choose Process".

→ Choose Make Payment

→ Press Enter or click on Quick Process

The next screen that appears is the payment processing screen.

PAYMENT REQUEST

Customer Information:
RICHARD RUBEN
3572A 10TH ST
SAN FRANCISCO, CA 94130
Address Source: REGISTRY

Ticket Information:
Ticket Type: PARK
Plate: CA2006432 05/18/2000
VIN: VN0207

Payment Details:
Plate: CA2006432
Cash Number: 2005140-9-18/30
Total Due: \$746.00
Total Payment: \$746.00
Payment Method: **CASH**
Payment Source: 1305HOWARD CASH

Table of Fees and Payments:

Ticket/Fee	Fines	Penalties	Paid	Due	Overpaid	Payment
BOOK FEE	75.00	0.00	75.00	0.00	0.00	0.00
BOOK FEE	75.00	0.00	75.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00
TICKET COPY	0.00	0.00	0.00	0.00	0.00	0.00
NOPOS 655 F	15.00	0.00	0.00	0.00	0.00	0.00
COPYR FEE	0.00	0.00	0.00	0.00	0.00	0.00
574321683	25.00	60.00	0.00	85.00	0.00	85.00
819253119	15.00	60.00	0.00	75.00	0.00	75.00
819253119	25.00	60.00	0.00	85.00	0.00	85.00
804165098	25.00	60.00	0.00	85.00	0.00	85.00
804165098	25.00	60.00	0.00	85.00	0.00	85.00

Buttons: CANCEL, VALIDATE, PROCESS PAYMENTS

In the third white box from the left:

- Select the appropriate payment method from the drop down next to Payment Method (cash, check or credit card)
- Select AutoReturn from the Payment Source drop down.

NOTE: This should only need to be done in the first transaction of the day. All other transactions for that session will default to AutoReturn.

The payment amount now needs to be validated.

- Click on Validate

Payment Validation was successful.

Ticket/Fee	Times	Penalties	Paid	Due	Overpaid	Payment
BOOT FEE	75.00	0.00	75.00	0.00	0.00	0.00
BOOT FEE	75.00	0.00	75.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00
TICKET COPY	0.00	0.00	0.00	0.00	0.00	0.00
RESPONSE F	15.00	0.00	0.00	0.00	0.00	0.00
COPULA FEE	0.00	0.00	0.00	0.00	0.00	0.00
574335083	25.00	60.00	0.00	85.00	0.00	85.00
619253160	35.00	60.00	0.00	95.00	0.00	95.00
611965326	35.00	60.00	0.00	95.00	0.00	95.00
604155004	25.00	60.00	0.00	85.00	0.00	85.00

This simply validates the payment method and payment source.

You will then see the following screen:

Payment Validation was successful.

Ticket / Item	Hours	Penalties	Paid	Due	Overpaid	Payment
BOOT FEE	75.00	0.00	75.00	0.00	0.00	0.00
BOOT FEE	75.00	0.00	75.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00
TICKET COPY	0.00	0.00	0.00	0.00	0.00	0.00
REPOSSESS F	15.00	0.00	0.00	0.00	0.00	0.00
COPPER FEE	0.00	0.00	0.00	0.00	0.00	0.00
574335683	25.00	60.00	0.00	85.00	0.00	85.00
618253160	35.00	60.00	0.00	95.00	0.00	95.00
611965336	35.00	60.00	0.00	95.00	0.00	95.00
604165004	25.00	60.00	0.00	85.00	0.00	85.00

You will see a message pop up on the left side of the screen in blue: Payment Validation was successful.

You will now need to process the payment.

→ Click on Process Payments

Payment Validation was successful.

Ticket / Item	Hours	Penalties	Paid	Due	Overpaid	Payment
BOOT FEE	75.00	0.00	75.00	0.00	0.00	0.00
BOOT FEE	75.00	0.00	75.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00
TICKET COPY	0.00	0.00	0.00	0.00	0.00	0.00
REPOSSESS F	15.00	0.00	0.00	0.00	0.00	0.00
COPPER FEE	0.00	0.00	0.00	0.00	0.00	0.00
574335683	25.00	60.00	0.00	85.00	0.00	85.00
618253160	35.00	60.00	0.00	95.00	0.00	95.00
611965336	35.00	60.00	0.00	95.00	0.00	95.00
604165004	25.00	60.00	0.00	85.00	0.00	85.00

You will see the following screen:

ACS - Launch 4TIMS - Microsoft Internet Explorer

http://138.89.21.109 - 4TIMS - SAN FRAN TEST - Microsoft Internet Explorer

4TIMS - SAN FRAN TEST - General Processing

Home Help Log Off 4TIMS Subsystems

TICKET MANAGEMENT CUSTOMER DEMO TICKET HISTORY SEARCH

PAYMENT: CONFIRMATION

RIOXAS REUBEN
3677A 19TH ST
SAN FRANCISCO, CA 94118
Address Source: REGISTRY

Ticket Type: PARK
Plate: CA6D66432 05/21/2006
VBI: VN0267

Plate: CA6D66432
Cash Number: 2005145-1-16130
Total Due: \$740.00
Total Payment: \$740.00
Payment Method: CASH
Payment Source: 1300 HOWARD CSH

CREATE ADDRESS/PREFER IN PD PRINT CONFIRMATION

A payment was confirmed for the following line items on 05/25/2006 at 04:35PM

Ticket/Fee	Fines	Penalties	Paid	Due	Overpaid	Payment
574335683	25.00	00.00	85.00	0.00	0.00	85.00
610251160	35.00	00.00	95.00	0.00	0.00	95.00
611965736	25.00	00.00	85.00	0.00	0.00	85.00
604165004	25.00	00.00	85.00	0.00	0.00	85.00
604184993	35.00	00.00	95.00	0.00	0.00	95.00
609633603	35.00	00.00	95.00	0.00	0.00	95.00
585080344	35.00	00.00	95.00	0.00	0.00	95.00
607872274	35.00	00.00	95.00	0.00	0.00	95.00

You will see a message appear stating: A payment was confirmed for the following line items on [date].

At this point, the citations have been cleared. You may now print the list of paid citations for the customer.

The last step is to release the vehicle. Please see the section on Releasing Vehicles in TIMS.

3 DEFICIENCY CLAIMS

The CSD Policy Manual contains information on the policies for Deficiency Claims. This section will guide you through the process of each step of a Deficiency Claim.

When customers fail to retrieve their vehicle, fees continue to accrue until one of two things occurs:

- Customer turns in title to the vehicle
- Vehicle is sold/disposed



AutoReturn's fees on the lien notice they have received or will receive will not necessarily equal the current fees due on the vehicle because of the daily accumulation of storage and additional charges after the lien notice date.

3.1 AMNESTY

For Lien 1 and 2 vehicles only, Pat's Lien Service will send an "Amnesty Letter" that accompanies the lien notice that is sent out after the 72-hour mark of storage.

A sample Amnesty letter is below:

From: 4156511226 Page 1/1 Date: 8/13/05 10:53:51 AM

Ref: 508030260

NOTICE OF STORED VEHICLE / AMNESTY OFFER

Personality / Vehicle:

SAN FRANCISCO AUTO RETURN
460 7TH STREET
SAN FRANCISCO, CA 94103

Control Number: 2005-60175
Date of Possession: 08/03/05
Notice Date: 08/03/05

Telephone Number (415) 621-8806

Last Registered Owner or transferee of record:

OCUNOR, RONALD J
240 S GAYLORD
SAN FRANCISCO, CA

Fees charged to vehicle:

Towing	188.75
Storage at the rate of	35.75 Per Day
Lien Processing	10.00

Vehicle	1999	CHRYSLER	1999
Make	CHRYSLER	Model	PT CRUISER
Year	1999	Color	4 DOOR

ATTENTION REGISTERED OWNER: YOUR CREDIT FILE MAY BE AFFECTED

California Civil Code Section 3080.2 states that you are liable to us for the total charges and fees, (towing, storage and lien processing), less the amount we receive from the sale of this vehicle.

It is important that you reclaim your vehicle as soon as possible since storage charges are accumulating daily. If you do not reclaim your vehicle prior to our lien sale, you may be liable to us for up to 60 days storage cost, plus fees shown above for a total of \$2399.75, less the amount we receive from the sale of this vehicle. We may refer our deficiency claim to a collection agency if you do not act soon.

IF YOU ARE NOT GOING TO RECLAIM YOUR VEHICLE, YOU CAN PARTICIPATE IN OUR AMNESTY PROGRAM

If you pay us \$435.00, (towing fees plus seven days storage), before the date we conduct a lien sale we will waive our deficiency claim. If you would like to take our offer, sign the statement at the bottom of the letter and bring it, along with any title or other paperwork you have for this vehicle, to our office address shown above along with the Amnesty amount you are paying. If you fail to act before our lien sale is completed, you will no longer be eligible for this Amnesty offer. Save your credit standing and act now.

Remember, your options are:

1. Pay your bill and reclaim this vehicle.
2. Pay us \$435.00, (towing fees plus seven days storage), and relieve yourself of further liability when we receive title to this vehicle and sell it.
3. Do nothing and face a collection agency for our deficiency claim. You will owe us for the total charges, (including: towing, lien processing cost, and up to 60 days storage cost), less the amount we receive from the sale of this vehicle.

Ref: 508030260

AMNESTY OFFER

Control Number: 2005-60175

I agree to pay the lienholder, **SAN FRANCISCO AUTO RETURN**, the sum of \$435.00. The lienholder, upon receipt of this payment, agrees to waive any remaining deficiency claim that they are entitled to when they receive title to this vehicle and it is sold.

8/13/05
8/13/05
8/13/05

RONALD J. OCUNOR
RONALD J. OCUNOR

SAN FRANCISCO AUTO RETURN

This fax was received by GFI FAXMaker fax server. For more information, visit <http://www.gfi.com>

If a customer has chosen alternative #2 offered in the Amnesty Letter, first ensure that they have brought in their Title **OR** that they fill out an Application for Duplicate Title. One of these items is **mandatory** in order for you to accept the Amnesty payment. If they want, they may also turn in their registration or show you their Notice of Pending Lien Sale as further proof, but this is not necessary.

In order to accept a vehicle title and process an amnesty payment from a vehicle owner, the original DR # should be reserved for documenting the title received date and processing the sale of the vehicle using the title. A new DR # should be created for processing the amnesty payment. The CSD representative should perform the following steps:

1. Document the Title Received Date – After locating the original DR # entry in the system, the user should go to the Call Worksheet – Storage tab and enter the date the title is being surrendered into the “Title Received” field.
2. Place the Vehicle on Amnesty Hold – The user should go to the Call Worksheet – Storage Tab – Vehicle Hold section and place the vehicle on “AMNESTY” hold. To do this the user should:
 - Enter the “Hold Start” date (same as the title received date)
 - Set the “Hold Agency” pull-down selection field to the “AR” value
 - Set the “Hold Type” pull-down selection field to the “AMNESTY” value
 - Type the user’s login name in the “Set By” field

It is very important to place the “AMNESTY” hold on the vehicle because this hold is used to make the vehicle easier to find for Pier 70 staff who need sell the vehicle using the title, instead of a lien packet. Secondly, the “AMNESTY” hold is used to make sure that the vehicle is omitted from the deficiency collections process. This specific hold type value is used by AutoReturn’s accounting staff to identify vehicles that should not be submitted to the Rickenbacker Group for collections purposes.



NOTE: In the case of a title being surrendered for a vehicle that is on investigative hold (or AR MGMT hold), then the investigative hold should continue to be the primary hold. The “AMNESTY” (when the amnesty payment is made) hold information should be placed into the “Hold Comments” area. In the case of non-investigative (administrative) holds, the AMNESTY hold should become the primary hold selected using the pull-down selection field and the other hold information should be moved to the comments area.

Once these two steps are completed, the DR # will look like screen image below:

Figure # 1 – Surrendered Title Vehicle with “AMNESTY” Hold:

The screenshot displays the 'Call Worksheet' application window. At the top, there are tabs for 'File', 'Utilities', 'Message(s)', and 'Help'. Below the tabs, a header bar contains fields for 'Call#', 'AUTO', '00000001', '37723', 'DR NO', 'TEST-AMNESTY', 'TowDate' (01/24/2006), and 'Status' (ONE). The main interface is divided into several sections:

- General:** Includes fields for 'Company' (San Francisco AutoReturn), 'Account' (Police Dept. - San Francisco), 'Call Back', 'Reasort' (37A/668B), 'Class' (Abandoned-Missing Parts), 'Equip' (Reg), and 'Call Type' (On Hold Title Received).
- Motor Club:** Includes fields for 'Name', 'Mem #', 'Call Back', 'Exp. Date', 'Prog/Lvt', 'Cost Limit', 'Mtg Limit', 'Mtg Rate', and 'Auth #'.
- Vehicle:** Includes fields for 'Year', 'Model' (EXPLORER), 'Body' (SLS SPORTS ...), 'License' (TEST), 'State' (CA), 'VIN' (TEST - PLEASE IGNORE), 'Lic Tag Yr', 'Make' (FORD), 'Color' (BLACK), 'ID#', 'NOD', and 'Lic Tag Month'.
- Location:** Includes fields for 'ID', 'Address', 'Cross Str', 'City' (San Francisco), 'State' (CA), 'Zip', and 'Zone'.
- Destination:** Includes fields for 'ID', 'Address', 'Cross Str', 'City' (San Francisco), 'State' (CA), 'Zip', and 'Zone'.
- Owner/Lien Holder:** Includes fields for 'First Name', 'Last Name', 'Address', 'City' (Sacramento), 'State' (CA), 'Zip' (95823), 'Phone', 'Company', 'License', and 'State'.
- Notes:** A text area containing the note: '01/25/2006 07:31 EXAMPLE OF ORIGINAL DR # LEFT IN THE "TITLE RECEIVED" CONDITION'.
- Lot Info:** Includes fields for 'Service Type', 'Time In' (01/24/2006 19:43), 'Lot Company', 'Lot / Section' (2 - Pier70), 'Key Held / Tag#', 'Tracking #', 'Lien Type/Value' (L2 \$0.00), 'Storage Type', 'Title RCVD' (01/24/2006 08:48), 'Lien Exempt', 'Time Out', 'Total' (\$0.00), and 'Grand Total' (\$0.00).
- Vehicle Hold:** Includes fields for 'Hold Start' (01/24/2006 07:48), 'Hold Agency/Type' (AR), 'Hold Reason' (AMNESTY), 'Set By/Release Date' (JPENDELETON), 'Hold Removed', 'Hold Removed By', and 'Hold Remarks'.
- Buttons:** At the bottom, there are buttons for 'Call', 'Customer', 'Driver', 'Invoice', 'Admin', 'Log', 'Storage', 'Lien Sale', 'Invoice', 'Search', 'New', 'Cancel Call', and 'Save'.

3. Use "Copy Call" to Create a Duplicate DR # – After entering the title received date and putting the "AMNESTY" hold on the vehicle, a duplicate entry should be created in the system. To do this, select the Utilities → Copy Call menu option. This will copy the essential vehicle information into a blank DR # entry. Prior to saving the entry the user should perform the following:

- Select the "Account" value of "AR"
- Select the "Reason" value of "TITLE-AMNESTY"

After selecting the account and reason values, the user can click on the "Save" button to save the entry. The entry will automatically fill in the DR # and the current date as the tow date.

4. Complete the Tow Entry – After saving the new DR # entry, the user should complete the tow entry by entering the following data on the Call Worksheet – Log tab:

- Select the “Driver” value of “UNKNOWN”
- Select the “Truck” value of “UNKNOWN”
- Click on the “Dispatched” button to enter the dispatched date and time
- Click on the “Complete” button to enter the completed date and time

Once these two steps are completed, the DR # will look like the following screen image.

Figure # 2 – Duplicate DR # Entry for Amnesty Payment Processing – Completed Tow:

The screenshot displays the 'Call Worksheet' application window. The 'Log' tab is active, showing a completed tow entry. The 'DR NO' is 'TEST-AMNESTY'. The 'TowDate' is '01/24/2006'. The 'Status' is 'COMPLETED'. The 'Driver/Truck' section shows 'Driver: UNKNOWN' and 'Truck: UNKNOWN'. The 'Dispatched' date is '01-24-2006' and the 'Completed' date is '01-24-2006'. The 'Status' is 'COMPLETE'. The 'Owner/Lien Holder' section shows 'First Name: JOHN', 'Last Name: PENDLETON', 'Address: 2758 HARRISON STREET', 'City: SAN FRANCISCO', 'State: CA', 'Zip: 94110'. The 'Vehicle' section shows 'Year: 2004', 'Make: FORD', 'Model: EXPLORER', 'Body: SUBCOMPACT', 'License: TEST', 'State: CA', 'VIN: TEST - PLEASE IGNORE'. The 'Location' section shows 'ID: 1', 'Address: 1', 'City: 1', 'State: CA', 'Zip: 1', 'Zone: 1'. The 'Destination' section shows 'ID: 1', 'Address: 1', 'City: 1', 'State: CA', 'Zip: 1', 'Zone: 1'. The 'Notes' section is empty. The 'Call' button is highlighted in the bottom navigation bar.

5. Process the Amnesty Payment – After completing the tow, the user can proceed to processing the amnesty payment. The user needs to go to the Call Worksheet – Invoice tab and complete the following actions:
- Enter the “-\$-Amnesty Payment” service price item as the lone entry in the list of services. The amount should be based on the documented amnesty payment schedule.
 - Create the invoice using the “Bill To” owner type and entering all the relevant information for the vehicle owner (typically done by swiping the driver’s license).
 - Apply the amnesty payment to complete the invoice, printing one copy for the customer and retaining one copy for AutoReturn’s records.
 - The vehicle status will be “INVOICED” and the invoice should be stamped to indicate that the invoice is not valid for vehicle release.

Once the invoice has been created and the amnesty payment has been processed, the DR # will look like the following screen image.

Figure # 3 – Duplicate DR # Entry for Amnesty Payment Processing – Invoiced:

Call Worksheet

File Utilities Message(s) Help

Call# AUTO 00000001 37727 DR NO TEST-AMNESTY TowDate 01/24/2006 Status

General

Company: San Francisco AutoReturn

Account: AutoReturn

Caller: 415-621-8805 Ref No:

Reason: TITLE-AMN Title Donated for Amnesty Sale

Call Type: Class: Equip: Reg:

Motor Club

Name: Member #:

Call Back: Exp. Date:

Program: Cost Limit:

Mfg Limit: Mfg Rate:

Auth #:

Vehicle

Year: Model: EXPLORER Make: FORD

Body: SUVSports... Color: BLACK

License: TEST ID# TEST - IGNORE

Odom: VIN TEST - PLEASE IGNORE

Lb Tag Yr: Lb Tag Month:

State: CA NOID: ☐

Location

ID: Location:

Address: Cross Str:

City: State: CA Zip: Zone:

Destination

ID: Destination:

Address: Cross Str:

City: State: CA Zip: Zone:

Owner/Lienholder

BILL TO

First Name: JOHN

Last Name: PENDLETON

Address: 2758 HARRISON STREET

City: SAN FRANCISCO

State: CA Zip: 94110

Phone: Ext:

Company: 2834875

License: State: CA Swipe License

Services

Driver	Service	Cust	Qty	Price	Amnt	Com.	Disc.
UNK	AMN	AR	1.00	435.00	435.00	0.00	0.00

Service Billing Delete Service Create Invoice

Calc Estimate for all services

Billing

Inv#	Tax	Disc	Balance	Inv Total
238109	\$0.00	\$0.00	\$0.00	\$435.00

Add Payment Preview Print

Log Storage Lien Sale Invoice Search

New Cancel Call Save

Call Customer Driver Invoice Admin

Java Applet Window

The amnesty payment invoice will look like the following example.

Figure # 4 – Duplicate DR # Entry for Amnesty Payment Processing – Sample Invoice:

Invoice - Microsoft Internet Explorer

Address: http://ww2.dtsdispatch.net/TMS/AUTO_Invoice.jsp?comp_id=AUTO&call_no=0000000137727&inv_no=238109

AutoReturn
San Francisco AutoReturn
 450 7th Street
 San Francisco, CA 94103
 415.865.8200

Bill To:
 JOHN PENDLETON
 2758 HARRISON STREET
 SAN FRANCISCO CA 94110
 CA 2934875

Invoice Date: 01/24/2006
Invoice#: 238109
DR / Log #: TEST-AMNESTY
Released By: John P.

Comments: TEST - WILL BE UN-POSTED

Make	Model	Color	Body	License	VIN
FORD	EXPLORER	BLCK	SU	CA -TEST	TEST - PLEASE IGNORE

Vehicle Towed From	Lot Name	Lot Section	Tag #	Keys Held

Vehicle Towed To	Call No	Account	Reason	Description	Tow Date
0000000137727	AR TEST-AMNESTY	TITLE-AMNESTY	Title Donated for Amnesty Sale		01/24/2006

Call Taken Date / Time	Completed Date / Time	Storage Out Date / Time
01/24/2006 20:03:00	01/24/2006 20:04:00	

Driver	Truck	Quantity	Service Description	Service Price	Total
UNKNOWN	UNKN	1.0	-3-Amnesty Payment	435.00	435.00
				Sub Total	435.00
				Net Total	435.00
				Amount Paid	435.00
				Cash	435.00
				Balance	0.00

Approval Code: jpendleton

Released To: JOHN PENDLETON

Signed: _____ Date: 01/25/2006

Driver License Number: _____

NO REFUNDS OR RETURN'S. BY LAW YOU CAN PROTEST A CITY AND COUNTY OF SAN FRANCISCO VEHICLE TOW. YOU MUST REQUEST A HEARING WITHIN 30 DAYS FROM DATE OF TOW.
 SFPD (415) 553-1619
 DPT (415) 256-3967

PAID

Done Trusted sites

3.2 PRE-COLLECT LETTER

If the customer refuses the Amnesty alternative and:

- does not pay their fees;
- the lien process is completed AND
- the vehicle is disposed of

then the customer will receive one more opportunity to clear the deficiency claim. The customer will receive a "Pre-Collection" letter giving them three payment alternatives.

A sample Pre-Collect letter is below:

From: unknown Page: 2/2 Date: 11/7/2005 12:25:59 PM

450 7th Street
San Francisco Ca 94103

Return Service Requested

450 7th Street
San Francisco Ca 94103

TEST NAME
MO
1 ADDRESS ST
ADDR 2
CITY, ST 12345-6789

Our Reference Number: M17
Account Number: M19
\$0.00

ATTENTION REGISTERED OWNER: YOUR CREDIT MAY BE AFFECTED

California Civil code Section 3068.2 states that the registered owner is liable for the total charges, including towing, storage, transfer, lien and other fees, less the amount received from the sale of the vehicle.

You did not reclaim your vehicle prior to the sale, and you are liable to us for the accumulated charges of \$0.00 related to the towing, storage, transfer, lien and other fees, less the amount we received from the sale of the vehicle of \$0.00, representing a deficiency claim of \$0.00. We will refer our deficiency claim to a collection agency if you do not act within 10 days from the date of this letter.

Payment Alternatives:

- If the registered owner pays us \$0.00, we will waive our entire deficiency claim.
- If the registered owner pays us \$0.00 and agrees to sign and pay an interest-free 12-month payment plan agreement for the remaining \$0.00 for a monthly payment of \$0.00, we will waive our entire deficiency claim.
- If the registered owner agrees to sign and pay an 10% interest payment plan over a 12 month payment term for a monthly payment of \$0.00 for the next 12 months, we will waive our entire deficiency claim.

PROTECT YOUR CREDIT STANDING AND ACT NOW! You must act within 10 days from the date of this letter.

If you would like to accept Payment Alternative #1, then please bring in or mail your payment along with the attached paperwork for this vehicle to the address shown above. If you would like to accept Payment Alternative #2 or #3, then please contact us at 415-955-8200 and ask for the supervisor on duty. If you do not wish to accept any of these payment alternatives, and you are the responsible party, then you will be receiving a collection notice and your credit standing may be affected.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

AFFIDAVIT OF NON-LIABILITY

If you did not own this vehicle on the violation date or if you have not owned this vehicle on the violation date, please complete this portion and return it in the enclosed envelope, along with bona fide proof of non-liability including, but not limited to, a bill of sale or rental contract.

I declare that the vehicle referenced above was either not owned by me or it was loaned/rented to another party on the violation date.

The vehicle was a check only one:

☐ Sold or Transferred to Another Party ☐ Reported Stolen ☐ Leased or Rented to Another Party

Name and Address of the Responsible Party is as follows:

Name _____ Driver's License Number _____

Street Address _____ City _____ State _____ Zip Code _____

Date of Sale/Purchase, Theft, or Execution of Lease/Rental Agreement _____

I declare under penalty of perjury that the foregoing is true and correct.

(Signature) _____ (Date) _____

NOTE: To avoid additional fines and penalties, this information must be received no later than 10 days from the date of this notice. Acceptable proof of non liability includes some title sale or transfer of vehicle, copy of police report or insurance claim, or proof of written rental/lease agreement with a bona fide listing of leasing company. Failure to provide or accurately complete the requested information, as well as lack of verification of such by the Department of Motor Vehicles, will result in this declaration being disregarded.

M19 M17

This fax was received by GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>

The customer must respond and sign an agreement before the 10 day deadline which starts on the date of the letter. *There will be no exceptions to this.* If they miss the 10-day deadline, the deficiency claim will be turned over to Rickenbacker who will treat this as a collection item.

The payment alternatives clearly spell out the money due and in what intervals. If a customer selects option #2 or option #3, they must come in to the Customer Service Center to sign an agreement. When the customer comes in, the supervisor working with the customer will use this template to process the payment agreement: H:\Customer Service\Deficiency Claims\Communications to Customers\Pymt Agreement Template - Pre Collect Letter.doc.

The customer must **sign** the agreement. AutoReturn keeps the original and gives a copy to the customer. The original should then be forwarded to Accounting.

3.3 RICKENBACKER COLLECTIONS

If the customer refuses the Amnesty alternative, the Pre-Collect option, and:

1. does not pay their fees;
2. the lien process is completed AND
3. the vehicle is disposed of

then the lien deficiency claim is forwarded to Rickenbacker who will pursue collection.

3.4 ACCOUNTING PROCESS FOR DEFICIENCY CLAIMS

For informational purposes, the following process is done by Accounting to determine the deficiency claim:

A) Does the total of fees incurred from the date of tow through the earlier of - 1) the lien clear date or 2) turning over the title to AutoReturn - exceed the disposal price received for the vehicle?		If A =	Yes, Go to B	No, stop. No deficiency claim
B) Phase 1 - identify the legal owners and incorporate into the data file that will be sent to The Rickenbacker Group. Is the recipient a legal owner?		If B =	Yes, Go to F	No, go to Step C
C) The Rickenbacker Group to send "Letter 2" with a 10-day response period (including description of the process to deal with people who sent in release of liability or can prove they are not the responsible party) that will communicate the customer's ability to relieve the entire deficiency through two potential courses of action - Go to Step D.				
	C-1) Paying 80% of the total deficiency amount.			
	C-2) Making a 60% deposit of the entire deficiency amount and entering into an interest-free payment plan for the entire deficiency claim.			

	C-3) Entering into a payment plan for the entire deficiency claim and making a set principal and interest payment for the entire deficiency amount based on a 12 month amortization schedule.			
D) Did the customer accept any of the three alternatives in C-1, C-2 or C-3 within the timeframe provided in Letter 2?		If D =	Yes, Complete	No, Go to Step E
E) Has the customer raised any issues that The Rickenbacker Group believe warrant AutoReturn's attention?		If E =	Yes, refer case back to AutoReturn	No, Go to Step F
F) The Rickenbacker Group to send "Letter 3" to customer with specific formats by vehicle type (lien I/II/III and Regular/Type II/Type V) , including description of process to deal with people who sent in release of liability or can prove they are not the responsible party.				
G) Quality Assurance Team completes work on a Property Claim or an Opposition. Does AutoReturn wish to send the vehicle through the above process?		If G =	Yes, Go to A	No, Stop - no deficiency Claim

3.5 DEFICIENCY CLAIM EXCEPTION PROCESSES

There are situations in which a customer has received

4 OWNER REQUESTED TOWS

4.1 OWNER REQUESTED TOW OUT

Customers may request that we dispatch a tow truck to remove their vehicle from our storage lot. This was previously known as Second Tow. When the customer is present at the window, explain to them the charges and the process so they understand that this will be an extra charge. Important points to remember:

- Owner Requested Tow Out - \$80
 - Extra miles outside of San Francisco city limits - \$5 per mile
 - Pier 70 closes at 5pm, so no O/R Tows can be accepted after 4pm
 - Dispatch of tow truck may take up to 45 minutes
- 1) When customer requests tow back, pull up the record in DTS
 - 2) If this is done at the time of release, follow normal release procedures (see section on Releasing Vehicles in DTS)
 - 3) Verify information with customer, including extra charges and estimated time
 - 4) After adding normal service charges (tow fee, storage, etc), select Service/Billing option:
 - \$80 Tow Out
 - 5) Call Dispatch and ask the mileage to the destination. Dispatch will provide you with the total miles to multiply by \$5 to get the total charge (they subtract 5 miles for city limits).
 - Note that if the destination is outside the Bay Area, Dispatch will request authorization from Management to tow. In these cases, the tow charge will be a *per hour* charge. Dispatch or Management will provide the exact dollar amount to charge.
 - 6) Add the mileage charge in as an Adjustment from Service/Billing Option
 - 7) Process the invoice as usual
 - 8) Fill out the Owner Requested Tow Out Information Form
 - 9) Fax to Dispatch and follow-up with the radio to make sure they received it
 - 10) Finalize invoice with customer
 - 11) Save the DTS call.

4.2 OWNER REQUESTED SERVICE CALL

Please be aware that these transactions usually take place when the customer is with the Tow Truck Operator. Therefore, please process these as quickly as possible. This is especially important since often times the address the customer gives is not the billing address. In this case, we need to ensure we get the correct address in order to charge and get the authorization number. In addition, sometimes we need to charge miles. This may have to be done in a 2nd transaction once the TTO has confirmed the number of miles.

- 1) Dispatch radios in the request to Customer Service and faxes over the form with the information about the customer
- 2) Pull up the record in DTS
- 3) Take the call out of storage and save
- 4) Enter the information found on the Customer Information Form (the same process as when a customer is at the window)
- 5) Select Service/Billing option:
 - a. \$55 Owner Request – Service Only
- 6) Process the credit/debit card in the processing machine.
 - a. Note: Please do not do Authorization Only. If the street address doesn't match, VOID the transaction. If this happens, please have Dispatch relay back to the TTO and customer that the address is incorrect and cannot be charged. Request them to verify their BILLING address. You will need the correct billing address to charge.
 - b. Re-run the credit card if a new address is relayed to you by Dispatch.
 - c. Once approved/authorized, let Dispatch know the charge went through.
- 7) Enter the credit/debit card information collected by Dispatch into DTS
 - a. In these instances (as opposed to normal processing of releases), please record the credit card number and expiration date in DTS.
 - b. Record the authorization number in DTS
- 8) Save the DTS call.

4.3 UNATTENDED TOW

These tows are requested by a customer and are unrelated to DPT or SFPD tows.

These tows originate outside of AutoReturn and end somewhere outside AutoReturn.

- 1) Dispatch radios in the request to Customer Service and faxes over the form with the information about the customer
- 2) Pull up the record in DTS
- 3) Take the call out of storage and save

- 4) Enter the information found on the Customer Information Form (the same process as when a customer is at the window)
- 5) Select Service/Billing option:
 - a. \$125 Tow Back - Unattended
- 6) Process the credit/debit card in the processing machine.
 - a. Note: Please do not do Authorization Only. If the street address doesn't match, VOID the transaction. If this happens, please have Dispatch relay back to the TTO and customer that the address is incorrect and cannot be charged. Request them to verify their BILLING address. You will need the correct billing address to charge.
 - b. Re-run the credit card if a new address is relayed to you by Dispatch.
 - c. Once approved/authorized, let Dispatch know the charge went through.
- 7) Enter the credit/debit card information collected by Dispatch into DTS
 - a. In these instances (as opposed to normal processing of releases), please record the credit card number and expiration date in DTS.
 - b. Record the authorization number in DTS
- 8) Save the DTS call.

5 PRINT SCREEN SHOTS

5.1 HOW TO PRINT SCREENS FOR DTS AND TIMS

There are instances in which a customer service representative needs to print a screen. A screen print is helpful to give to customers who need to get a Police or DPT release (it gives the respective department exact vehicle information) and is helpful internally when we want to print a screen for various reasons (such as for training).

- Go to the screen you want to print
- Press Ctrl and Print Screen/SysRq at the same time (Print Screen/SysRq is located above the Insert key). This captures the image.
- Click on green *Start* icon at the bottom left of the screen
- Click on All Programs (or just move the mouse over the words – the menu will appear)
- Click on Accessories
- Click on Paint

The Paint program will open

- Press Ctrl and the letter V at the same time. This puts the image onto the Paint screen.
- Click on File
- Click on Page Setup

A pop-up window appears labeled Page Setup

- In the Orientation section, click on Landscape
- In the Scaling section, next to Adjust to:, overwrite the number 100 with 70 (this allows it to fit on the page)
- Press OK (or just press Enter on the keyboard)

To print the image:

- Click on File
- Click on Print
- Indicate how many copies to print (or just leave at the default of 1)
- Click on the Print button

To exit the program:

- Click the red X in the upper right hand corner.
- When it asks if you want to save the file, click on No

6 POLICE HOLD REPORTING

This report is run every Monday and distributed to Room 415/440 (Inspector Marcic)

6.1 OPEN THE MOST RECENT REPORT IN EXCEL:

- H:/Reporting/Police Holds
- Open the latest version of the report (AutoReturn Police Holds_2004-03-22thru 12-27)

You will notice two tabs:

- Hold Summary – This summarizes all of the categories and quantities of holds
- Active Holds – This details all of the categories and quantities of holds.

6.2 RUN THE APPROPRIATE REPORT IN DTS

Follow these instructions to run report from DTS

- Management
- Vehicle Hold List
- Choose date of 3/22 to current
- Format – change to Excel
- Preview

Once report is run, you will see an option to Open, Save, or Cancel the report.

- Choose Open
- The report will open in Excel with the name ReportProcess[1]

6.3 FORMAT REPORT

The raw data from DTS will need to be formatted and copied/pasted into the previous version to maintain the same format each week.

- Remove the first 3 rows (which contain the title and date range information)
- Remove the column labeled Hold Release
- Remove the first two columns on the left (these contain the number and the Call Number – unnecessary information)
- Grab the first left columns at the top and scroll across to capture all columns
- Copy
- Paste into previous version, tab Active Holds. Ensure you copy over all of the old data (this is ensured by verifying you have the exact same number of columns on the ReportProcess[1] file as the previous version). Formula is: =SUBTOTAL(103, columns)
- View Header/Footer and change the left and right headers to the appropriate date
- Save the file as a new version (simply changing the date to reflect the most current date is appropriate)

→

6.4 SUMMARIZE REPORT DATA

- Subtotal the Hold Type column. This number should match the “Proof” number on the first tab
- Sort the Hold Types
- Hide the following Types (PD does not need to see these types):
 - STOP
 - TR ADMIN
 - AR MGMT
 - OPPOSITION

6.5 PRINT REPORTS

Print the reports for distribution on Mondays

- Print the first tab (it should be formatted to print all but the “Proof” formula)
- Print the second tab (with the appropriate Types hidden)

7 TOW SLIP SCANNING

Tow slips are scanned to have an electronic record that is indexed and searchable. These records are accessible to AutoReturn as well as DPT and SFPD.

To scan:

1. Open Canon MF Toolbox
2. Save
3. Verify and/or Set Settings:
 - a. Scan Mode: Color
 - b. Image Quality: 300 dpi
4. Click the box next to "Use Scanner Driver to Make Advanced Settings"
5. Save Scanned Image to: C:\Scanned Tow Slips\
 6. File Name: (first 6 digits of DR # - also known as the date)
 7. Click the box next to "Save pictures to a subfolder with current date"
 8. Start
 - a. Output Size: Flexible photo
 - b. Select Document Type: Document (Color) ADF
9. Put a small pile of tow slips in the scanner, top end in first, face up.
 - a. Watch to ensure the paper is straight and does not have large creases to prevent a smooth scan
 - b. Ensure the guides are close to the edges of the paper
10. After scanning a day's worth of slips, move file to the H Drive with the same folder name:
H:\Scanned Tow Slips\ (date)

After scanning, the files will need to be re-named to match the exact DR number.

To rename:

1. Click on Scanned Slips View (C Drive)
2. Menu
 - a. Open Folder (H:\Scanned Tow Slips)
3. Select the folder containing the files to be renamed
4. File Prop: (last 4 digits of DR#)
5. Batch Number: (first 6 digits of DR#)

Occasionally, the paper will jam in the scanner. In these situations:

1. Gently remove the paper from the feeder
2. View the scanned images and delete the one with the jammed tow slip – it's usually a smeary or blurry image
3. Reload the tow slips and re-start scanner as instructed above

8 TITLE ACCEPTANCE

8.1 GENERAL TITLE ACCEPTANCE

When receiving a title from a customer please follow these steps to assure that AutoReturn receives proper documentation:

1. Get a blank Vehicle/Vessel Transfer and Reassignment Form (DMV Reg. 262 – EXAMPLE 1)
2. Have the Registered Owner (R/O) fill in the complete VIN, Year Model, and Make at the top of the Reg. 262 form (EXAMPLE 1).
3. Ask owner to please print their name in the designated areas (EXAMPLE 1) of the Bill of Sale and Power of Attorney sections ONLY of the Reg. 262 form. Leave “Selling Price” and “Gift Value” sections blank.

EXAMPLE 1 - REG. 262 “Bill of Sale and Power of Attorney”

- ☒ Enter the complete VIN, Year Model, and Make

- ☒ Ask owner to please print their name in the designated areas of the Bill of Sale and Power of Attorney sections of the Reg. 262 form. Leave “Selling Price” and “Gift Value” sections blank.

VEHICLE/VESSEL TRANSFER AND REASSIGNMENT FORM

INSTRUCTIONS ON REVERSE SIDE. PHOTO COPIES NOT ACCEPTED

SECTION 1: Vehicle/Vessel Description

IDENTIFICATION NUMBER YEAR/MODEL MAKE LICENSE PLATE MOTORCYCLE ENGINE #

SECTION 2: Bill of Sale

Seller: (PRINT SELLER'S NAME) _____

Buyer: (PRINT BUYER'S NAME) _____

Price: \$ _____ for the amount of \$ _____

If this was a gift, indicate relationship: _____ (e.g., parents, spouse, friend, etc.)

SECTION 3: Odometer Disclosure Statement (Valid if Mileage is Altered or Erased)

Federal and State Law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This odometer now reads: _____ (to tenth miles, and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked)

☐ Odometer reading is NOT the actual mileage ☐ Mileage exceeds the odometer mechanical limits

SECTION 4: Buyer and Seller (MUST print his or her name, date and sign this section.)

BUYER

I acknowledge the odometer reading and the facts of the transfer. I certify under penalty of perjury under the laws of the State of California that the information I have provided is true and correct.

NAME: _____ DATE: _____

ADDRESS: _____ DATE: _____

PHONE: _____ DATE: _____

MAILING ADDRESS: _____ DATE: _____

SELLER

I certify under penalty of perjury under the laws of the State of California that the information I have provided is true and correct.

NAME: _____ DATE: _____

ADDRESS: _____ DATE: _____

PHONE: _____ DATE: _____

MAILING ADDRESS: _____ DATE: _____

SECTION 5: Power of Attorney

I/we _____ (PRINT NAME(S)) _____ (PRINT NAME(S))

do hereby appoint _____ (PRINT NAME(S)) _____ (PRINT NAME(S))

Signature required by person appointing Power of Attorney _____ DATE: _____

Signature required by person appointing Power of Attorney _____ DATE: _____

4. Compare title information to Reg. 262 and data in DTS (EXAMPLE 2)

EXAMPLE 2 - CALIFORNIA TITLE (FRONT)

- Check title VIN, Year, Make, against data in DTS
- Verify signature of ALL registered owners (unless the names are separated by the word “or”) are on the proper line. In this example, ownership can only be released if the title is signed by both John and Jane Smith on lines 1a and 1b.
- Verify that L/O (Lienholder/Legal Owner) signature is on the proper line (if applicable).
- Ask the R/O to sign the “Transferor/Seller” line of the Odometer Disclosure on the face of the title, but have them leave “**The odometer now reads**” section blank.

STATE OF CALIFORNIA
CERTIFICATE OF TITLE

VIN 5U304101888

AUTOMOBILE

YEAR, MAKE, MODEL 1995 MAZD

PLATE NUMBER 5CT7L58

REGISTRATION 11/20/2005

EXPIRATION DATE 11/20/2005

SALES TAX 10/31/04

SALES DATE 10/31/04

ODOMETER DATE 10/18/2004

ODOMETER READING 100000 MI

ACTUAL MILEAGE

Smith John/Jane
450 7th St.
San Francisco, CA

Bank of San Francisco
570 6th Street
San Francisco, CA 94111

CA 82649549
01203L
REG. 17-308 (REV. 10/02)

- Verify that you have the signatures of ALL Registered Owners (unless names are separated by the word “or”) and that they are on the proper lines (EXAMPLE 2). DO NOT USE HIGHLIGHTERS ON SIGNATURE SECTIONS
- Verify that L/O (Lienholder/Legal Owner) signature is on the proper line (if applicable). R/O’s CANNOT sign the lienholders release section, even if there isn’t one shown. This can only be done by a representative of the L/O (i.e. bank, finance company, credit union). If a signature is on the wrong line, a Statement of Error/Erasure (EXAMPLE 3) must be completed by the party who made the error (R/O or L/O).

EXAMPLE 3 – Statement of Error or Erasure

STATEMENT TO RECORD OWNERSHIP			
VEHICLE INFORMATION			
VEHICLE LICENSE PLATE OR VESSEL NUMBER	VEHICLE MAKE, MODEL, BODY TYPE, YEAR, MAKE (VIN)	NAME OF VEHICLE/VESSEL BUYER	
REGISTERED OWNER—Print or typewrite true full name(s) as it appears on California Driver License or ID Card			
LAST, FIRST, MIDDLE		CALIFORNIA DRIVER LICENSE OR ID CARD NUMBER	
<input type="checkbox"/> AND		CALIFORNIA DRIVER LICENSE OR ID CARD NUMBER	
<input type="checkbox"/> OR		CALIFORNIA DRIVER LICENSE OR ID CARD NUMBER	
<input type="checkbox"/> AND		CALIFORNIA DRIVER LICENSE OR ID CARD NUMBER	
<input type="checkbox"/> OR		CALIFORNIA DRIVER LICENSE OR ID CARD NUMBER	
ADDRESS		PURCHASE DATE	
CITY	STATE	ZIP CODE	PURCHASE PRICE
			\$
LIEN HOLDER—Print or typewrite true full name(s)			
NAME OF LIEN HOLDER (IF "NONE" IS STATE)			
ADDRESS			
CITY	STATE	ZIP CODE	
<input type="checkbox"/> FOR LEASED VEHICLES ONLY—Lessee address if different from address above.			
<input type="checkbox"/> FOR VESSELS ONLY—Vessel principally kept at (address or location).			
ADDRESS			
CITY	STATE	ZIP CODE	
REG 101 (REV. 4/98) 0000			

STATEMENT OF ERROR OR ERASURE	
VEHICLE LICENSE PLATE OR VESSEL NO.	NAME OF VEHICLE/VESSEL BUYER
REASON FOR CERTIFICATE NUMBER	
The name appearing on or erased from line _____ of the CERTIFICATE OF TITLE/OWNERSHIP issued for the above described vehicle/vessel was in error and has no bearing on the ownership of the vehicle/vessel. The name signed or erased should not be a part of the ownership record.	
REASONS FOR BUYER SIGNATURE	
I certify under penalty of perjury under the laws of the State of California that the information I have provided is true and correct.	
SIGNATURE	DATE
X	
ADDRESS	
CITY	STATE
HOME TELEPHONE NO.	
()	
REG 101 (REV. 4/98) 0000	

- Verify that the R/O has signed the "Transferor/Seller" line of the Odometer Disclosure on the face of the title, but have them leave "The odometer now reads" section blank (EXAMPLE 2) so that it can be accurately recorded by a member of the AutoReturn staff after a physical check (if the owner tries to guess, they will most often be wrong, and it will create unnecessary Stops/delays at DMV for our buyer due to the conflicting information).

8. If the current R/O's name is NOT the same as the R/O on the front of title, steps 5 and 6 still apply for the R/O shown on the title. The current R/O must then complete the back of the title (EXAMPLE 4) as the new R/O, and complete a Reg. 262 as described in steps 2 and 3.

EXAMPLE 4 - CALIFORNIA TITLE (BACK)

☒ If the current R/O's name is NOT on front of title, they must complete the back of the title as the new R/O, and complete a Reg. 262.

[illegible]

In the absence of a title, the R/O can submit the Notice of Pending Lien Sale which is sent from our lien service (Pat's Lien Service). This can be used in place of the title. Follow the same steps as above to fill in the Reg. 262. If the R/O does not have this document either, then the R/O should go to DMV to request a printout showing them as the R/O, and provide AutoReturn with a signed application for duplicate title, Reg. 262, and Lien Satisfied (if L/O is shown). Note that this does not apply to an "Interested Party" listed on the Notice of Pending Lien Sale document. This person would need to provide a properly released title or bill of sale from the R/O as proof of ownership.

Please note that there are several older versions of California titles and out of state titles all look different. In each case certain sections may appear in different areas or be absent all together. Please seek the assistance of your supervisor in these cases to assure that we collect all of the necessary data.

8.2 DEFICIENCY CLAIM TITLE ACCEPTANCE

When the title is received and the vehicle owner chooses not to accept AutoReturn amnesty program terms, the user should simply enter the “Title Received” date into DTS and then accept the title. The CSD representative should advise the customer of AutoReturn’s collections process and that they will be responsible for the Deficiency Claim (see Deficiency Claim section). The customer should be advised that all towing charges, applicable lien fees, and any storage charges through the title received date are still owed. While AutoReturn is obligated by DMV to accept the surrendered title under any circumstances, this does not

waive AutoReturn's right to pursue the collection of outstanding fees. Any fees that are not covered by the proceeds of the sale of the vehicle are subject to collections.

In the situation where the customer does not choose to make the amnesty payment, only two steps are required:

1. Document the Title Received Date – After locating the original DR # entry in the system, the user should go to the Call Worksheet – Storage tab and enter the date the title is being surrendered into the "Title Received" field.
2. Place the Vehicle on Title Hold – The user should go to the Call Worksheet – Storage Tab – Vehicle Hold section and place the vehicle on "TITLE VHCL" hold. To do this the user should:
 - Enter the "Hold Start" date (same as the title received date)
 - Set the "Hold Agency" pull-down selection field to the "AR" value
 - Set the "Hold Type" pull-down selection field to the "TITLE VHCL" value
 - Type the user's login name in the "Set By" field

It is very important to place the "TITLE VHCL" hold on the vehicle because this hold is used to make the vehicle easier to find for Pier 70 staff who need sell the vehicle using the title, instead of a lien packet. Secondly, the "TITLE VHCL" hold is used to make sure that the vehicle is included in the deficiency collections process. This specific hold type value is used by AutoReturn's accounting staff to identify surrendered title vehicles that should be submitted to the Rickenbacker Group for collections purposes.



NOTE: In the case of a title being surrendered for a vehicle that is on investigative hold (or AR MGMT hold), then the investigative hold should continue to be the primary hold. The "TITLE VHCL" (when no amnesty payment is made) hold information should be placed into the "Hold Comments" area. In the case of non-investigative (administrative) holds, the TITLE VHCL hold should become the primary hold selected using the pull-down selection field and the other hold information should be moved to the comments area.

Once these two steps are completed, the DR # will look like screen image below:

Figure # 5 – Surrendered Title Vehicle with “TITLE VHCL” Hold:

Call Worksheet

File Vehicle Message(s) Help

Call# AUTO 00000001 37723 DR NO TEST-AMNESTY TowDate 01/24/2008 Status **RECEIVED**

General

Company: San Francisco AutoReturn

Account: Police Dept - San Francisco

Caller:

Call Back:

Reason: 37A009B Abandoned-Missing Parts

Call Type: Class: Equip: Reg:

On Hold
Title Received

Vehicle **Driver**

Year: Model: EXPLORER Make: FORD Color: BLACK

Body: SUVSPTS... ID# TEST - IGNORE

License: TEST State: CA VIN: TEST - PLEASE IGNORE

Odor: Lic Tag Yr: Lic Tag Month:

Location

ID: Location:

Address:

Cross Str... City: San Francisco

State: CA Zip: Zone:

Destination

ID: Destination:

Address: Cross Str... City: San Francisco

State: CA Zip: Zone:

Motor Club

Name:

Mem #:

Call Back:

Exp. Date:

Prog/Lit:

Cost Limit:

Mig Limit:

Mig Rate:

Auth #:

Owner/Lien Holder

First Name:

Last Name:

Address:

City:

State:

Phone:

Zip:

Ext:

Company:

License:

State:

Swipe License

Owner/Lien Holder Billing Addr HD Towing

Notes: Add Note

Lot Info

Service Type: 2-Plar70

Total: 01/24/2008 19:43

Lot Company: 2-Plar70

Lot / Section: 2-Plar70

Key Held / Tag#: 2-Plar70

Tracking #:

Lien Type/Value: L2 \$0.00

Storage Type:

Title RCVD: 01/24/2008 08:46 Lien Exempt:

Time Out:

Total: \$0.00

Grand Total: \$0.00

View Storage Charge Lot Transfer

Accidently Stored

Lot Transfer History

Vehicle Hold

Hold Start: 01/24/2008 07:48

Hold Agency/Type: AR TITLE VHCL

Set By/Release Date: LIPENDLETON

Hold Removed:

Hold Removed By:

Hold Remarks:

Police Information

Vehicle Hold

Log Storage Lien Sale Invoice Search

New Cancel Call Save

Java Applet Window

APPENDIX P: AUTORETURN COMPLAINTS AND CLAIMS MANUAL

AutoReturn's complaint and claim resolution processes are thoroughly documented in the "AutoReturn Claim & Complaint Manual" that is being provided in this appendix. Upon Contract award and prior to the launch of the AutoReturn Chicago operations, this manual will be adapted to the specific needs of the complaint and claim resolutions processes that are best suited for the Chicago operations. The initial draft of the Chicago-specific process will be provided to the Chicago contract administrators for feedback and comments before finalizing the document for operational purposes. It is anticipated that the policies and procedures for AutoReturn will not differ substantially from those in San Francisco.

AutoReturn Complaints & Claims Manual



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1 COMPLAINTS

1.1 SUMMARY

AutoReturn is committed to superior customer service. With this in mind, we encourage feedback from customers to help us improve our service.

1.2 PROCESS

All feedback forms are pre-addressed and pre-stamped. Customers can request a form in person, via e-mail, via regular mail and they may also fill one out online at www.autoreturn.com. See Attachment A for a sample Feedback Form.

All customers will receive a response to their feedback within five (5) business days.

All customers who submit a feedback form will receive a response sent in the same manner in which the form was received when possible, such as with e-mail and regular mail. If the customer has provided feedback by phone, the conversation will be documented.

1.3 REPORTING

Tracking of the feedback will be entered by Customer Service into a report maintained by the QA Department. A sample of the report is found in Attachment C.

2 CLAIMS

2.1 SUMMARY

AutoReturn will strive to minimize the possibility of claims for property or damage. However, in the event that either damage or property loss occurs, AutoReturn Quality Assurance (QA/Claims) staff will ensure an expedited and fair process for handling all claims.

2.2 DAMAGE CLAIMS

Damage claims will be processed according to the storage lot location. The processes are not fundamentally different, but are based on the unique characteristics of each lot.

2.2.1 SHORT TERM STORAGE LOT

After a customer has presented their PAID invoice and has viewed and inspected the vehicle, they may wish to file a claim. Once the customer requests the form:

1. Storage Specialist (SS) gives the customer a claim form.
2. Upon completion of the form, the SS checks to make sure the customer's complete address and daytime contact phone numbers are included.
3. SS contacts QA for an inspection (*see Inspection section) of the damage or property loss. If a rep is available, rep will come on-site to view vehicle. If a rep is not available, the SS or on-site supervisor will conduct viewing.
4. If the tow slip is readily available, QA/SS will compare the damage claim against pre-tow inventory.
5. If damage claimed by the customer is described on the pre-tow inventory, QA will deny claim and provide the customer with a copy of the tow slip if requested. If QA is not on-site, QA will follow up with customer after a review of claim and inventory.
6. Once the claim form is completed by the customer, QA/SS gives the yellow copy to the customer, pointing out AutoReturn QA contact information. QA advises the customer that they will be contacted within 5 business days or less with a resolution.
7. If QA was not available and SS handled claim, SS will place the completed claim form and any related documents (receipt, AutoReturn inventory, tow slip) in QA in-basket inside dispatch area.

2.2.2 LONG TERM STORAGE LOT

After a customer has presented their PAID invoice and has viewed and inspected the vehicle, they may wish to file a claim. Once the customer requests the form:

1. Storage Specialist (SS) gives the customer a claim form.
2. Upon completion of the form, the SS checks to make sure the customer's complete address and daytime contact phone numbers are included.
3. SS performs inspection (*see inspection section) of the damage or property loss and photographs the customer's noted areas of damage.
4. If vehicle damage is serious and/or vehicle is not driveable, SS should contact Quality Assurance. If QA is available, a representative will come on site to inspect the damage.

5. If the tow slip is readily available, QA will compare the damage claim against pre-tow inventory
6. If damage claimed by customer is described on pre-tow inventory, QA will deny claim and provide the customer with a copy of the tow slip if requested. If QA is not on-site, QA will follow up with customer after a review of claim and inventory.
7. Once the claim form is completed by the customer, the AutoReturn representative will give the yellow copy to the customer, pointing out AutoReturn QA contact information. The representative will advise the customer that they will be contacted within five (5) business days or less with a resolution.
8. If QA staff was not on site, Pier 70 administrative staff should fax the completed claim form and any related documents (receipt, AR inventory, tow slip) to the QA Department (551-1499) and place original documents in the outgoing (internal) mail for delivery to Claims Department.

2.2.3 QUALITY ASSURANCE

Quality Assurance is responsible for reviewing all new claims to determine urgency in handling. Claims that may render a vehicle non-operable are high priority. Irate customers also may receive priority depending on nature of claim. QA will process all other claims in the order received based on the date the claim was placed.

2.2.3.1 To Initiate A Claim:

1. Assign claim number
2. Print DTS storage information
3. Create file
4. Obtain tow inventories
5. Compare damage claimed with pre-tow and AR inventory
6. Contact customer to inform them that a claim has been started and give them the claim number.

QA will document all the steps taken in claim file notes. When documenting a claim, QA will ensure that the date and time of all communication and the representative's initials are included.

2.2.3.2 To Process A Claim:

1. If damage claimed matches pre-tow inventory, deny the claim.
2. If customer rejects denial, offer a tow re-enactment.
3. If damage is not described on the pre-tow inventory, arrange an inspection of the vehicle at the customer's earliest convenience.
4. If possible and or applicable, have the tow company present at damage inspection.
5. If the customer is unable to participate in an inspection, advise the customer to take photos of the vehicle and the damage for the QA department to review. Alternatively, the customer may have an inspection done by a body shop or their insurance company, also with photos.

If vehicle has been repaired prior to AR inspection/approval, attempt to locate damaged parts at the shop where repair was done so we may determine if it was tow related.

2.2.4 INSPECTIONS

Inspections are generally done at the AutoReturn storage lot, ideally during daylight hours. Inspections can also be done in the field at a location convenient to the customer. If the damage claim involves components under the vehicle (suspension, etc.) an inspection at a garage with a hoist may be needed. QA will arrange for the car to be ready for inspection prior to the appointment time if preparations are required such as needing to be on a hoist.

2.2.4.1 Inspection Process

QA will visually inspect damage and adjacent areas, photograph the damage, and will include full views of the vehicle. The data will include the license plate for identification purposes. QA will record and photograph the odometer if possible. *If possible, QA should photograph damaged area and undamaged area to compare.*

- If the tow company is present, remind them that they are there as observers and advise them not to deny a claim until the investigation is completed.
- If conclusions at time of inspection warrant a denial of the claim, deny the claim, explaining the basis for denial.
- If further investigation is needed, thank the customer for taking time to allow an inspection and advise customer that they will be contacted with an update as soon as possible.
- Examine AutoReturn video if possible to assist in making final determination in damage claim.
- Arrange tow re-enactment if needed for final damage claim determination.
- Inspect location of tow if necessary.
- If inspection reveals that vehicle sustained damage during towing, advise tow company that they may be responsible for the repair costs. Inform customer that their claim is justified and clarify whether the entire claim is justified, or only a portion of their claim.
- If inspection indicates damage is AutoReturn's responsibility, advise the customer. Apologize for the damage, explaining that it was an accident, and that AutoReturn will process the claim in a manner that minimizes customer inconvenience.

2.2.5 CLAIM RESOLUTION

If claim has been approved, QA will inform the customer of options for repair:

- Have car repaired at an AR recommended shop
- Have car repaired at shop arranged and paid for by the tow company (if applicable).
- Have customer obtain a verifiable repair estimate for repairs. Ascertain that estimate includes repairs related to damage claim and are within industry standards.

Once the repair option has been chosen, QA will arrange reimbursement to the customer for the repair costs.

If the customer requires a rental vehicle, refer them to Enterprise Rent-A-Car and provide AutoReturn account number. Inform the customer that a credit card deposit is required by the rental company and that AutoReturn is not responsible for insurance or fuel costs on the rental vehicle.

Provide the customer with the conclusion of the damage claim investigation in writing as soon as it is made. Many customers may prefer a telephone call for a timely status of their claim. This should be determined at the time of initial communication with the customer.

If a claim is denied, QA will inform the customer of denial of claim using standardized terms:

- DPI (denied per inventory)
- NTR (not tow related)

Always send denial letter even if customer has received a verbal denial.

All Claims must be resolved within 90 days of the claim being placed or must have documentation to support any delay in resolving.

Claims are abandoned after 30 days from the last attempted contact with the customer (via telephone, e-mail, or regular mail). Abandoned claims may be reopened by customer.

2.2.6 CUSTOMER SERVICE

Customer Service/Dispatch (CSD) may be the first point of contact with a customer who wants to initiate a claim. This may be in person or by phone. If this is the case, the following should be done:

1. If by phone, transfer caller to QA Department
2. If in person, notify QA that customer is waiting to open a claim
3. If a QA representative is not available, CSD advises customer that a claim form can be completed on-line at www.autoreturn.com, or a claim form can be faxed, mailed or e-mailed to them.
4. The CSD should record the customer's name and contact information and pass the message to QA.

2.3 PROPERTY LOSS CLAIMS

Property claims will be processed in the same way at both storage lot locations.

2.3.1 STORAGE LOT

After a customer has presented their PAID invoice and has viewed and inspected the vehicle, they may wish to file a property loss claim. Once the customer requests the form:

1. Storage Specialist (SS) gives the customer a claim form.
2. Upon completion of the form, the SS checks to make sure the customer's complete address and daytime contact phone numbers are included.
3. SS contacts QA for an inspection (*see inspection section) of the property loss claim to determine if product is missing or misplaced.
4. If the tow slip is readily available, QA will compare the property loss claim against pre-tow inventory.
5. If property claimed by the customer is not described on the pre-tow inventory, QA will deny claim and provide the customer with a copy of the tow slip if requested. If QA is not available, this step will be delayed until QA can review the claim.
6. Once the claim form is completed by the customer, QA gives the yellow copy to the customer, pointing out AutoReturn QA contact information. QA advises the customer that they will be contacted within five (5) business days or less with a resolution.

7. If QA was not available and SS handled claim, SS will place the completed claim form and any related documents (receipt, AutoReturn inventory, tow slip) in QA in-basket inside dispatch area.

2.3.2 QUALITY ASSURANCE

Quality Assurance is responsible for reviewing all new claims to determine urgency in handling. QA will process all claims in the order received based on the date the claim was placed.

2.3.2.1 To Initiate A Claim:

1. Assign claim number
2. Print DTS storage information
3. Create file
4. Obtain tow inventories
5. Compare damage claimed with pre-tow and AR inventory
6. Contact customer to inform them that a claim has been started and give them the claim number.

QA will document all the steps taken in claim file notes. When documenting a claim, QA will ensure that the date and time of all communication and the representative's initials are included.

2.3.2.2 To Process A Claim:

1. QA will obtain tow inventory
2. QA will compare missing property claimed with pre-tow and AR inventory
3. QA will check to determine if the vehicle was locked at time of tow, or if it was unlocked during the tow process
4. If the missing property did not appear on the pre-tow inventory, QA will deny the claim.
5. If property is on the SFPD inventory but is missing from AutoReturn inventory, contact the Police Department to determine if the property was removed by SFPD for investigative purposes, and or safekeeping. If the missing property was not removed by the Police Department, advise the tow company of the discrepancy and discuss and resolve with the owner or manager of the tow company.
6. Examine AR video if possible to assist in making final determination in damage claim.
7. If there is a possibility that the missing property claim is justified, ask the customer for documentation on the missing property such as receipts and detailed descriptions.
8. Review and verify documentation provided by the customer. If no documentation is available, QA will discuss with management a fair resolution.

2.3.3 CLAIM RESOLUTION

If the claim has been approved, QA will inform the customer that:

1. QA will provide the customer with the conclusion of property loss claim investigation in writing as soon as it is made. Many customers may prefer a telephone call for a timely status of their claim.

2. Resolve missing property claim and apologize to customer for their inconvenience.

If a claim is denied, QA will inform the customer of denial of claim using standardized terms:

- DPI (denied per inventory)

Always send denial letter even if customer has received a verbal denial.

All Claims must be resolved within 90 days of the claim being placed or must have documentation to support any delay in resolving.

Claims are abandoned after 30 days from the last attempted contact with the customer (via telephone, e-mail, or regular mail). Abandoned claims may be reopened by customer.

2.3.4 CUSTOMER SERVICE

Customer Service/Dispatch (CSD) may be the first point of contact with a customer who wants to initiate a claim. This may be in person or by phone. If this is the case, the following should be done:


1. If by phone, transfer caller to QA Department
2. If in person, notify QA that customer is waiting to open a claim
3. If a QA representative is not available, CSD advises customer that a claim form can be completed on-line at www.autoreturn.com, or a claim form can be faxed, mailed or e-mailed to them.
4. The CSD should record the customer's name and contact information and pass the message to QA.

2.4 REPORTING

Tracking of the feedback will be done in a report maintained by the QA Department. A sample of the report is found in Attachment C.

ATTACHMENT A

Customer Feedback Form – pre-addressed and pre-stamped


AutoReturn

AutoReturn strives to provide excellent customer service. We want to do everything we can to continually improve your service experience. Please tell us what we did that you liked or if there is anything we could be doing better. Your feedback and ideas are very important to us.

Thank You, AutoReturn

CUSTOMER COMMENTS

Date: _____

Customer Name: _____

Date of Visit: _____

Name of Customer Service Rep: _____

Comment/Complaint:

If you would like us to contact you, please fill in the information below and indicate which is your preferred contact method.

☐ Address:


☐ Phone:

☐ Email:

Please return this form to a Customer Service Representative, or by email: service@autoreturn.com.
You can also mail it back to us at: San Francisco AutoReturn, 450 7th Street, San Francisco, CA 94103.

ATTACHMENT B

Sample of Claim Form for Damage and Property Loss:

 <p>AutoReturn</p>	<p>CLAIM FORM</p>	<p>AUTORETURN CLAIMS DEPARTMENT Attn: Claims Administrator 450 7th Street, San Francisco, CA 94103 Phone: 415-865-8225 Fax: 415-865-8250 Email: claims@autoreturn.com</p>
<p>Dispatch Log # _____ Date of Claim _____</p>		
<p>CLAIMANT INFORMATION:</p>		
Name _____		Daytime Telephone # _____
Address _____		City _____
State _____	Zip _____	E-mail _____
<p>VEHICLE INFORMATION:</p>		
Make _____	Model _____	Year _____ License Plate# _____
State _____	Mileage _____	
<p>DESCRIBE DAMAGE OR LOSS: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>		
<p>I hereby certify that I am the lawful owner or lawfully authorized user of the towed vehicle described above, and that it was, in fact, damaged as a result of being towed or otherwise handled by AutoReturn and/or the San Francisco Police Department, as stated above. I hereby authorize AutoReturn and the SFPD to use, investigate, and confirm the information described above for the purposes of investigating and settling my claim.</p>		
<p>I UNDERSTAND THAT THE SUBMISSION OF A FRAUDULENT CLAIM IS PUNISHABLE UNDER CALIFORNIA PENAL CODE §484, AND HEREBY CERTIFY THAT THE FOREGOING DAMAGE CLAIM IS TRUE AND CORRECT.</p>		
Signature of Claimant _____		Date _____
<p>ALL CLAIMS MUST BE SUBMITTED THE DAY YOUR VEHICLE IS PICKED UP</p> <p>-----</p> <p>(for office use only)</p>		
Claim # _____	Rec _____	FC _____
Vehicle Inspected By _____		Date _____
<p>Was previous damage to same part of vehicle indicated on SFPD Inventory of Towed Vehicle? Yes ___ No ___</p>		
<p>Comments _____</p> <p>_____</p> <p>_____</p>		

ATTACHMENT C

Sample of Claims and Complaint Tracking Report.

Note: This is a snapshot only and does not contain the entire length of the report.

[illegible]

APPENDIX Q: AUTORETURN EMPLOYEE HANDBOOK

AutoReturn's employment policies are thoroughly documented in the "San Francisco AutoReturn Employee Handbook" that is being provided in this appendix. Upon award of the Contract, and prior to the launch of the AutoReturn Chicago operations, the employee handbook will be adapted to the specific needs of the employees that will be sourced from the local Chicago community. It is anticipated that the employment policies and procedures for AutoReturn Chicago will not differ substantially from those in San Francisco.



AutoReturn

San Francisco AutoReturn

Employee Handbook

FOREWORD

AutoReturn (the "Company") has always emphasized that outstanding people are the key to success. Our strength and future growth depend on the contributions made by you and each person within our organizations. We are proud to have you as part of our team. To ensure continued success, we feel it is important that all employees understand our policies and procedures. This employee handbook will familiarize you with the various aspects of working with us. We encourage you to use it as a valuable resource for understanding the Company.

Please be aware that this Employee Handbook only outlines the Company's basic policies, procedures, rules and benefits. It is only intended to provide an overview. Therefore, if you have any questions, please ask them of your supervisor, any member of management, or someone in Human Resources ("HR").

This employee handbook is not intended to be a contract, either express or implied, between you and the Company.

The Company reserves the right to revise or terminate any or all policies, procedures or benefits in whole or in part, with or without notice at any time. However, the Company will make reasonable efforts to keep you informed of any changes to this Employee Handbook as they occur.

We wish you every success in your work with AutoReturn!

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SECTION I

Introduction

Our policies, practices and benefits are continuously reviewed, and we expect to change them from time-to-time. Therefore, you should always check with your manager or supervisor for the most current ones. The Company reserves the right to revise or terminate any or all policies, procedures and benefits (if offered to you by the Company), in whole or in part at any time.

Company benefit plans, if offered to you by the Company, or available if premiums and contributions are paid and if participation and other requirements are met, are defined in legal documents such as insurance contracts, official plan texts, summary plan descriptions and trust agreements. This means that if you are offered benefits by the Company, and if a question ever arises about the nature and extent of plan benefits or if there is conflicting language, the formal language of the plan documents govern, not the informal wording of this handbook. Plan documents if applicable, are available for your inspection.

This handbook replaces and supersedes any and all previous employment related policies and practices.

Core Values

AutoReturn believes that clearly defined and well-communicated values drive the success of the Company. Core values are the heart of our Company and are the foundation of our operation.

- Build consensus to always do the right thing and to make good, solid decisions.
- Revolutionize through innovative industry practices.
- Earn respect from, and provide respect to everyone we work with.
- Persistent commitment to providing empathetic, fair, courteous, customer service – Never give up!
- Foster camaraderie through social interaction.
- Proactively maintain clear standards and consistently apply them.

Legal Right to Work in the U.S.

Once an offer for employment had been made, Federal Law requires that each prospective employee provide documents certifying the employee's identity and authorization to be legally employed in the U.S. In addition, the prospective employee will be required to sign a verification attesting that the employee is legally employable in the U.S. Providing false documentation or making false statements on the verification shall be grounds for immediate termination.

Open Door Policy

The Company welcomes open communication between employees and managers. The Company provides an Open Door Policy to encourage an exchange of information. Employees are invited to share their concerns and provide input to their supervisor at any time.

It is your supervisor's responsibility to address any employee concerns and provide appropriate follow up with the employee. If however your immediate supervisor cannot adequately address your questions or solve your problem, you may contact any other appropriate member of management.

Suggestions

If you have any suggestions or ideas that you believe would benefit the Company we encourage you to tell us about them.

We are always looking for suggestions that improve morale, procedures, working conditions, and reduce costs or errors. If you have any suggestions we encourage you to contact your immediate supervisor or any other member of the management team.

Discrimination, Harassment and Retaliation

The Company expressly prohibits discrimination, harassment and retaliation based on race, color, religion, sex, sexual orientation, creed, national origin, ancestry, disability, medical condition (including, but not limited to, cancer related or HIV/AIDS related), age, marital status, citizenship status, uniformed service member status, pregnancy, or any other protected category under federal, state, or local law. Conduct that interferes with the Company or an individual's work performance, or creates an intimidating, hostile or offensive working environment is prohibited. The Company will not tolerate any attempts of retaliation against an employee who raises a sincere and valid concern that this policy has been violated.

The Company takes all allegations of discrimination, harassment and retaliation very seriously and is firmly committed to ensuring a workplace free of discriminatory activities. Anyone engaging in discrimination, harassment, or retaliation is subject to disciplinary action up to and including termination.

Harassment Prohibited - Definition

As used in this policy, the term "harassment" refers to conduct relating to a person's race, color, religion, sex, sexual orientation, creed, national origin, ancestry, disability, medical condition (including, but not limited to, cancer related or HIV/AIDS related), age, marital status, citizenship status, uniformed service member status, or pregnancy, which fails to respect the dignity and feelings of the individual. This policy protects and covers the conduct of all employees, vendors, customers and visitors. Harassment that is forbidden by this policy can take several forms, including but not limited to:

(1) Sexual Harassment:

The definition of Sexual Harassment includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature which unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive environment (and/or) where the individual is made to feel as if he or she must agree to the request or submit to the advance in order to get favorable treatment at work.

While not exhaustive, the following is a list of some examples of sexual harassment:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual harassment.
- Visual conduct such as leering, making sexual gestures, displaying or distributing sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct such as making or using sexually derogatory comments, epithets, slurs, or jokes.

- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations.
- Physical conduct or threat of physical conduct, such as touching, assault, or impeding or blocking movements.

(2) Other Forms of Harassment

This form of harassment can include any verbal, written, or physical act that makes an employee uncomfortable at work or interferes with an employee's ability to perform their job, and is based on race, color, religion, sex, sexual orientation, creed, national origin, ancestry, disability, medical condition (including, but not limited to, cancer related or HIV/AIDS related), age, marital status, citizenship status, uniformed service member status, pregnancy, or any other protected category under federal, state, or local law.

Harassment may take many forms. While it is impossible for the Company to provide an exhaustive list, the following is a list of some examples of harassing behavior.

- Jokes that refer to race, color, religion, sex, sexual orientation, creed, national origin, ancestry, disability, medical condition (including, but not limited to, cancer related or HIV/AIDS related), age, marital status, citizenship status, uniformed service member status, pregnancy, or any other protected category under federal, state, or local law.
- Posting or distributing cartoons, drawings, or any other material that negatively reflects a person's race, color, religion, sex, sexual orientation, creed, national origin, ancestry, disability, medical condition (including, but not limited to, cancer related or HIV/AIDS related), age, marital status, citizenship status, uniformed service member status, pregnancy, or any other protected category under federal, state, or local law.
- The use of slurs or other offensive language.
- Practical jokes, horseplay, or teasing that makes fun of or insults a person's race, color, religion, sex, sexual orientation, creed, national origin, ancestry, disability, medical condition (including, but not limited to, cancer related or HIV/AIDS related), age, marital status, citizenship status, uniformed service member status, pregnancy, or any other protected category under federal, state, or local law.

Reporting and Investigating Discrimination, Harassment and Retaliation

In an effort to eliminate all workplace discrimination, harassment, and retaliation, the Company will utilize an internal investigation process to respond to any such complaints. Anyone who believes he or she is being subjected to discrimination, harassment, or retaliation or who has witnessed such conduct must report the conduct as outlined in the following procedure.

- Report any discriminatory, harassing, or retaliatory behavior that you experience or witness to the Human Resources Manager immediately.
- If the problem is not addressed in a timely manner, contact one of the other designated contacts (as provided by the Human Resources Manager).
- If you do not feel comfortable talking to the Human Resources Manager or one of the other designated contacts (as provided by the Human Resources Manager) for any reason, you may proceed directly to any member of management with whom you feel comfortable talking.

A thorough investigation will be conducted and there will be no retaliation against victims or witnesses for participating in the investigation.

Anyone who knowingly fails to report an incident of discrimination, harassment, or retaliation may be subject to disciplinary action.

Confidentiality

In cases involving a report of harassment or discrimination, all reasonable efforts will be made to protect the privacy of the individuals involved. In many cases, however, the Company's duty to investigate and remedy harassment makes absolute confidentiality impossible. The Company will try to limit the sharing of confidential information with employees on a "need to know" basis. Employees who assist in an investigation are required to maintain the confidentiality of all information they learn of or provide.

Assurance of Non-Retaliation

The Company expressly prohibits retaliation of any kind against anyone for reporting harassment or discrimination. Any such retaliation will not be tolerated and may result in discipline up to and including termination.

Equal Employment Opportunity

The Company provides equal employment opportunities to qualified persons without regard to race, color, religion, sex, sexual orientation, creed, national origin, ancestry, disability, medical condition (cancer related or HIV/AIDS related), age, marital status, citizenship status, uniformed service member status, pregnancy, or any other protected category under federal, state, or local law.

Our continued success depends heavily on the full and effective utilization of qualified persons. We strive to hire, develop, and retain the most qualified people we can find basing our judgment on each individual's job-related qualifications, capabilities, and potential.

Our policies relate to all phases of employment, including advertising, recruitment, hiring, placement, promotion/demotion, training, transfer, layoff, recall, termination, compensation and rates of pay, employee benefits (if provided to employees) and participation in all employer sponsored employee activities.

Hiring

The Employer shall be the judge of the competency and fitness of the employee for all purposes, including hiring, promotion, and demotion.

PROBATION PERIOD:

Employees shall be on probation for the first ninety (90) calendar days of employment.

NON-DISCRIMINATION:

There shall be no discrimination in hiring, promotion, or other aspects of employment, because of age, sex, race, creed, color, national origin, physical handicap, marital status or sexual orientation. No employee shall be discriminated against by the Employer for living up to and observing the provisions of this Agreement. The Employer agrees to promote diversity in hiring and promotion within the bargaining unit.

Internal Placement Policy

A. OBJECTIVE

To provide qualified employees the opportunity to be considered for job opportunities throughout the company.

B. SCOPE OF POLICY

Available openings for non-exempt and exempt positions will be posted. Any employee who has completed at least one (1) year of active service with the Company and has been in their current assignment for at least six (6) months and is performing in a satisfactory manner meets the preliminary qualifications. While it is the intent of the policy to accommodate individual requests where appropriate, that may not always be possible due to business and operational considerations.

C. POSTING PROCEDURES

For all non-exempt and exempt vacancies not filled from within the department in which they occur, a notification of the opening will be issued in the weekly communication from Human Resources and distributed in the company newsletter and posted in the break room.

Employees desiring consideration should complete an internal application and return it to the Human Resources Department. Employees should provide all pertinent information to support their candidacy, since those chosen to be interviewed will be those with educational background and experience most closely matching the job requirements. If available, a copy of a current resume may be attached. The Human Resources Department will coordinate interviews with all qualified candidates who requested consideration for a position.

Employees are required to advise their current supervisor of their interest in a posted position and must have their supervisor sign the internal application before they will be considered.

D. TRANSFER REQUEST PROCEDURES

Transfer requests should be made on the Master file/change form. Completed forms will be forwarded to the Human Resources Department. Employees should discuss the request with their supervisor.

Voluntary transfers between geographic locations will be considered on an individual basis. The employee may be responsible for the expenses associated with an employee-initiated transfer.

E. OTHER

Employees who have a written warning on file within the last year or are on disciplinary probation or suspension are not eligible to apply for posted jobs or to request a transfer without the specific approval from their supervisor and Human Resources Department.

An employee selected for a position through the internal placement process may be retained in their former position until a replacement is obtained or satisfactory arrangements are made with their present department (minimum of two (2) week period).

Standards of Conduct

When groups of people work together, reasonable rules are necessary to conduct an orderly business and make working conditions more pleasant for everyone.

As an employee, it is expected that you will adhere to all policies and practices of the Company. It is further expected that you will conduct yourself in a professional manner at all times, and exhibit the highest level of integrity in performing your job. It is equally important to maintain a positive work environment through good working relationships with our customers, visitors, and your co-workers, and that emphasizes our commitment to good customer service. Any violation of these standards of conduct, or other employment policies, or any inappropriate conduct whatsoever may result in immediate discipline up to and including termination.

The list below is not intended to be all-inclusive, but merely illustrates the various types of prohibited conduct. Policies governing our Standards of Conduct are listed below and may be subject to change, modification, or case-by-case application.

Attendance

- (1) Improper authorization, use or abuse of paid or unpaid leave. Using an approved leave-of-absence for purposes other than for which it was intended or working for another employer, without permission, while on an approved leave-of-absence.
- (2) Excessive absenteeism.
- (3) Being absent without authorization, or repeated unauthorized late arrival or early departure from work. Failure to timely return to work from scheduled breaks.
- (4) Performing overtime work without authorization.
- (5) Failure to notify the manager of impending tardiness or absenteeism, if such notification is required under Company policies.
- (6) Failing to work assigned hours including overtime.
- (7) Failing to fill out timecards timely and accurately or falsification of information on the timecard, if timecards are maintained by the Company.
- (8) Failing to report to work on the first day following the expiration of a leave of absence.
- (9) Failing to report to work for three (3) consecutive scheduled days without notifying the Company.
- (10) Swapping work hours or days without permission.
- (11) Leaving work without permission.

Behavior

- (1) Failure to carry out a direct order from a superior, except where the employee or another person's safety may be jeopardized.
- (2) Engaging in a conflict of interest activity that creates a breach of confidence.
- (3) Conviction of a crime, including convictions based on a plea of nolo contendere or of a misdemeanor involving moral turpitude.
- (4) Violence, use of force, with or without weapons.
- (5) Soliciting outside work for personal gain during business hours

- (6) Violation or neglect of safety rules, or failing to report a hazardous condition to a manager.
- (7) Unauthorized removal or use of any company property or that of a customer.
- (8) Violation of the Equal Employment Opportunity policy or the policy against discrimination, harassment and retaliation included in this Handbook.
- (9) Carrying on any outside activities during working time or during any time, which would interfere with the work of other employees.
- (10) Eating or smoking in other than designated areas of the workplace.
- (11) Failing to maintain personal appearance standards.
- (12) Knowingly falsifying, removing, or destroying Company records or furnishing false or misleading information or withholding any information on Company records or pursuant to any investigation by the Company or any government agency. Failure to cooperate in an investigation involving any employee's compliance with employment policies and procedures.
- (13) Theft, misappropriation, defacing or damaging of the Company's or another's property, including cash or merchandise.
- (14) Possession of a firearm or other weapon, loaded or unloaded, on Company property.
- (15) Using, possessing or selling alcohol or drugs on Company property or during working time.
- (16) Tape recording any conversations of co-workers or managers without express permission of all parties to the conversation. Note that the Company is exempt from this in its recording of employee and customer interactions for the purposes of training and security.

Performance

- (1) Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks or training, or failure to discharge duties in a prompt, competent and reasonable manner.
- (2) Refusal or inability to improve job performance in accordance with written or verbal direction after a reasonable trial period.
- (3) Reporting to work or being under the influence of alcohol or drugs while on duty or on Company property. Using, possessing or selling alcohol or controlled substances on Company property or during working time.
- (4) Suspension of driver's license or lack of insurability where job duties require driving.
- (5) Careless, negligent, or improper use of Company property, equipment or funds, including unauthorized removal, or use for private purposes, or use involving damage or unreasonable risk of damage to property.
- (6) Unauthorized release or possession of confidential information or business records.
- (7) Sleeping on the job.
- (8) Violating any employment policy or procedure, whether contained in this Handbook or not.

Ethical Standards/Conflict of Interest

The Company has an excellent reputation for conducting their business activities with integrity, fairness, and in accordance with the highest ethical standards. As an employee, you enjoy the benefits of our reputation and are obligated to uphold our ethical standards in every business activity.

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. The Company recognizes and respects your right to engage in activities outside of your employment that are private in nature and do not in any way conflict with or reflect poorly on the Company. Management reserves the right, however, to determine when an employee's activities represent a conflict with our interests and to take whatever action is necessary to resolve the situation, including termination of employment.

If you are ever in doubt whether an activity meets our ethical standards, may be a conflict of interest, or compromises the Company's reputation, please discuss it with your manager or supervisor.

Fraud Reporting Procedures

Reports of potential fraud, illegal acts, or accounting irregularities shall be reported to the Chairman of the Audit Committee for investigation. The company shall use prudent efforts to protect the confidentiality of the reporting party. The company will not retaliate against any employee who reports fraudulent and illegal acts or accounting irregularities in good faith.

The Chairman of the Audit Committee: Robert Reddy, (916) 801-9762.

Workplace Violence

The Company has a strong commitment to its employees to provide a safe, healthy and secure work environment. The possession of weapons or occurrences of violence in the workplace is contrary to our objective and will not be tolerated. Violators may be subject to immediate termination.

The Company also expects employees to maintain a high level of productivity. Therefore employees are to perform their jobs without violence, threats, harassment or bullying toward any individual. Employees who are involved in a fight and become injured may be denied workers compensation benefits.

The Company has the right to search any areas on Company premises for weapons, including but not limited to, lockers, furniture, containers, drawers, equipment or other facilities, lunch boxes, briefcases, personal bags, personal toolboxes or tool kits, parking lots, Company vehicles and personal vehicles parked on Company premises.

Safety

The health and safety of employees and others on Company property is of utmost concern. It is therefore the policy of the Company to strive constantly for the highest possible level of safety in all operations. It is our commitment to comply with all applicable health and safety laws, and to ensure that public and work areas are free of hazardous conditions. The Company will make every effort to provide working conditions that are as healthy and safe as feasible, and employees are expected to be equally conscious about work-place safety, including proper work methods, reporting potential hazards, and reducing exposure to known hazards. You should immediately inform your manager of any unsafe condition or act that you observe. If you can correct an unsafe condition without possible risk of injury to yourself or others, you should take steps to correct it.

Untidy work areas are one of the primary causes of accidents. It is the responsibility of every employee to keep their work area clean. Your manager will discuss any specialized safety requirements of your department with you.

You are expected to work safely at all times. If you are injured, however, you are required to report all injuries, no matter how minor, to your supervisor immediately.

Visitors in the Workplace

To provide for the safety and security of employees and the facilities at AutoReturn, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

Because of safety and security reasons, it is necessary for employees to obtain their supervisor's approval before allowing family and friends to visit the workplace. In case of an emergency, employees will be called to meet any visitor outside their work area.

All visitors should enter AutoReturn at designated reception areas. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on AutoReturn' premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the reception area. If an employee brings an unauthorized visitor to AutoReturn and does not follow the above procedure for visitor regulations, the employee will be subject to disciplinary action up to and including termination.

Unauthorized visitors are prohibited from loitering, distributing, or soliciting materials on company premises. AutoReturn management reserves the right at its discretion to request any such individual, to leave the premises immediately.

Reasonable Accommodations

It is recognized that employees may experience either a temporary or permanent impairment, which may impact their ability to perform any, or all of the physical and/or mental requirements of their job duties.

The Company will consider providing reasonable accommodations for employees which would allow them to continue to perform the essential functions of their position, and which do not impose an undue hardship on the Company's business.

Any employee having a physical or mental impairment that substantially limits one or more of his or her major life activities and which impacts their ability to perform their job duties, should notify their supervisor.

Modified Duty Positions

A modified duty position may be offered to employees that suffer an occupational injury/illness. Employees who are released by their physician to return to work less than full time or with physical work restrictions may be eligible for a modified duty position.

Modified duty positions may be a temporary reassignment to another position within the company or, their current position may be reviewed to determine if reasonable accommodations can be made within their work restrictions. Reasonable accommodations may be considered for their current position pursuant to the "Reasonable Accommodations" section of this handbook. Pay will be at the rate of the new job classification if applicable. The Workers Compensation Carrier will contact the employee if he/she is entitled to additional wages from them.

Reassignment to Modified Duty or Reasonable Accommodation to your current position will require compliance with the following procedures:

- When you are released to return to work from a work-related injury, you must call your Workers Compensation Carrier. You cannot return to work without written authorization from your physician.
- Tell your supervisor immediately if you have any difficulty with assigned work. Never do work beyond what your physician has determined is safe for you.
- Reassignment to a modified duty position may require you to change your regular days off or work hours
- You are required to schedule doctor appointments around your work schedules, whenever possible.
- Refusal to participate in the modified duty program when your physician releases you to work and work is offered, may result in the reduction or discontinuation of wage benefits from Worker's Compensation.

Classification of Employees

The Fair Labor Standards Act has provided rules to employers for determining if an employee is eligible to receive overtime. This determination is based on the employee's job classification/position. Employees are classified as either exempt or non-exempt for the purposes of paying overtime. An exempt employee is not paid overtime and/or does not earn an hourly minimum wage, or both. Non-exempt employees are eligible for overtime for all hours worked over 8 hours per day and 40 hours per week and must be paid the hourly minimum wage set by federal law and the City and County of San Francisco.

Employees are also classified as full time, part time, or temporary as determined by the company's policies. Eligibility for benefits, if offered, is generally based on this full time, part time or temporary status. Employment status will be determined and communicated to employees at the time of hire or job transfer within the company. If you have any questions regarding your status, please contact Human Resources. Additional Explanations of Classification can be found in the CBA.

Regular part-time employees are defined as those ordered to report to work at regularly specified intervals of less than 30 hours per week. Regular part-time employees shall be subject to the following:

1. Regular part-time employees shall be paid according to the time employed but must be guaranteed at least four (4) hours pay per shift, and overtime provisions.
2. Regular part-time employees who work less than twenty (20) hours per week shall not be eligible for Vacation pay or for paid holidays when not worked. Benefits under the Health and Welfare, Major Medical, Orthodontia, Accident and Sick, Dental, Drug and Vision Coverage apply only after they have completed more than twenty (20) hours per week of work in the preceding month of their employment.
3. Regular part-time employees are eligible for holiday pay on a pro-rated basis, using their scheduled hours worked as a percentage of a normal 40-hour week to determine the number of holidays they will receive.

4. Regular part-time employees shall receive the applicable premium rate of pay for hours worked on any holiday.
5. Regular part-time employees shall receive Vacation days on a pro-rated basis, using their scheduled hours worked as a percentage of a normal 40-hour week to determine the accrual rate.
6. Regular part-time employees shall be given first consideration for full-time positions. The final selection will be based upon the employee's competency and qualifications to perform the work at the sole discretion of Employer.

Seniority

A. Definition: For the purpose of this Agreement, seniority is defined as time spent on the active payroll or actively at work for the Employer at the facility covered by this Agreement on a continuous basis. Any employee transferred to any facility of his or her Employer will carry with him or her all seniority heretofore established.

D. Open Job: As additional help is needed at an individual location, employees in seniority order may be given the opportunity to apply for such job opening, providing the employee is capable with little or no training of performing such work as determined by the Employer.

Seniority shall not prevent the Employer from moving any employee from one location to another location. Shift schedules will be set at Employer's sole discretion.

E. Layoff: Any employee at the time of layoff will, if recalled within one year, be credited with the amount of service credit he or she had at the time of layoff.

F. The seniority of an employee will be terminated for failure to report for work within five (5) working days after notice of recall is mailed by Certified Mail by the Employer, to the last address of the employee on the Employer's records.

Seniority shall also be broken for the following reasons: Voluntary quit, discharge for cause, retirement, absence from work from three (3) consecutive scheduled work days without proper report of and proof of reason for absence, the use of intoxicants or drugs during the hours of employment, or leaving his or her place of employment before the completion of his or her designated shift, unless permitted to do so by his or her Employer, layoff for a period exceeding the employee's seniority but not to exceed twelve (12) continuous months, suspension or revocation of driver's license, and not returning from a leave of absence.

The term "drug" means any substance or combination of substances, other than alcohol, which could so affect the nervous system, brain, or muscles of a person as to impair, to an appreciable degree, his or her ability to perform work in the manner that an ordinarily prudent and cautious person, in full possession of his or her faculties, using reasonable care, would drive a similar vehicle or machinery under like conditions.

Termination of Employment

Exit Interview

Upon separation of the employment relationship, Human Resources will schedule an exit interview with you. This interview allows you to communicate your views on your work with the Company and the job

requirements, operations, and training needs. It also provides you an opportunity to discuss benefits and insurance, and the continuing obligations to avoid unauthorized use or disclosure of AutoReturn's proprietary information. At the time of the interview, you are expected to return all Company information and property, such as files, notes, I.D. cards, keys, and credit cards. Arrangements for clearing any outstanding debts with the Company and to receive final pay are also to be made at that time.

Final Pay Check

You will receive your final paycheck within the time required by law. If you resign and give at least 72 business hours notice, you can have your final paycheck on your last day of work. If you resign without providing at least 72 business hours advance notice, you will receive your final paycheck within 72 business hours of resignation. If you are terminated by the Company, you will be provided your final paycheck on your last day of work. Upon termination of employment, you will be paid for all accrued Paid Time Off in your account as part of the final paycheck.

SECTION II

Military Leave of Absence

Upon request, employees are eligible for a leave of absence to serve in the active or reserve military services of the United States in accordance with applicable law. The Company complies with the Uniform Services Employment and Re-employment Rights Act (USERRA). This act applies to all employees who voluntarily or involuntarily perform services in the Armed Forces, Army National Guard, Public Health Services, or any other category of service designated by the President in time of war or emergency.

The following guidelines will be followed for an employee requesting a leave of absence:

- Employees are required to give their employers advanced written or verbal notice of an absence for military service unless circumstances make it unreasonable or impossible to do so.
- Employees may use any accrued vacation or other paid leave during the military leave.
- After the conclusion of their military service, employees must report to their employers, or submit an application for re-employment within a prescribed timeframe, which varies depending on the length of the leave of absence.
- Employees are entitled to take a cumulative leave of absence due to military service for up to five (5) years. (This includes previous leave absences)

Employees eligible for vacation or other paid leave time should contact their supervisor for specific details.

HEALTH INSURANCE FOR MILITARY LEAVE:

Employees who are currently enrolled in Company offered health plans will have their benefits continued for up to 31 days from the leave of absence date. If the leave extends beyond 30 days, you may elect to continue your coverage under COBRA for up to eighteen (18) months, however, you may be required to pay all or part of the premium for the continuation of COBRA coverage.

RETURN FROM MILITARY DUTY:

Re-employment and/or reinstatement of employment will be made in accordance with all federal and/or state law. Employees should contact their supervisor/manager for specific information regarding return to work procedures.

Pregnancy Disability Leave of Absence

A female employee who is disabled as a result of pregnancy, childbirth or related medical conditions, such as severe morning sickness or prenatal care, may take up to four (4) months of pregnancy leave. The leave may be taken concurrently or on an intermittent or reduced work schedule

The employee must provide at least thirty (30) days advance notice if the leave is foreseeable, or as soon as practicable when the leave is not foreseeable. The employee is required to use any unused sick leave, vacation (paid time off), short term disability or any other paid leave benefits as part of the four (4) month leave period. After exhausting all paid hours the employee may take the remainder of the leave unpaid.

An employee seeking leave must obtain a written certification from her healthcare provider certifying that she is disabled due to pregnancy. This certification should include the date upon which she became disabled, the probable period (or periods) of disability, and an explanatory statement that due to the disability she is unable to work or is unable to perform one or more of the essential functions of her position without undue risk to herself or other persons, or to the successful completion of her pregnancy.

If an employee no longer qualifies for leave under the Pregnancy Disability Leave policy, the employee may seek continued leave under the Company's Family and Medical Leave Policy, as long as eligibility requirements are met.

When returning from leave, the employee will generally be guaranteed reinstatement to the same or comparable position they had, prior to the commencement of the leave provided that documentation from the employee's physician is received to document their ability to return to work.

Paternal Leave

The Employer will provide up to four (4) months of unpaid leave to employees for the birth or adoption of a child or to care for a seriously ill child, parent or spouse. The Employer may reject an employee's request for leave if the employee's spouse is already on leave or if the spouse is unemployed. Seniority shall accumulate during leaves. Employees shall be entitled to take a total of twelve (12) weeks leave during any twelve (12) month period as set forth in the Family and Medical Leave Act and the Employer is required to maintain Health & Welfare coverage during the twelve (12) weeks of leave.

Family and Medical Leave Act/California Family Rights Act

Eligible employees may take up to 12 workweeks of unpaid, job-protected leave under the Family and Medical Leave Act and the California Family Rights Act ("FMLA / CFRA") in a 12-month period for specified family and medical reasons.

Employee Eligibility

To be eligible for FMLA / CFRA leave, you *must*:

- Have worked at least 12 months for the Company;
- Have worked at least 1,250 hours for the Company over the preceding 12 months; and
- Work at a location where there are at least 50 employees within 75 miles.

Conditions Triggering Leave

FMLA / CFRA leave may be taken for the following reasons:

- Birth of a child, or to care for a newly-born child;
- Placement of a child with the employee for adoption or foster care;
- To care for an immediate family member (spouse, child, or employee's parent) with a serious health condition; or

- Because of the employee's serious health condition which makes the employee unable to perform the functions of the employee's job.

Duration of Leave

Eligible employees may receive up to 12 workweeks of *unpaid* leave during any "rolling" 12-month period, measured backward from the date of any FMLA/CFRA leave. FMLA/CFRA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement. Leave for female employees for disabilities associated with pregnancy or childbirth is also available, as described in the Pregnancy Disability Leave of Absence Policy. We encourage employees to see their supervisor regarding FMLA/CFRA leave related to pregnancy or childbirth, as special rules apply.

You may take FMLA/CFRA leave intermittently, or by reducing your normal weekly or daily work schedule, when medically necessary for your own or immediate family member's serious health condition. Intermittent leave for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care may be available, but may be subject to additional restrictions. Employees who require intermittent leave or reduced-schedule leave must try to schedule their leave so that it will not disrupt the Company's operations.

Benefits During Leave

Depending on the purpose of your leave request, you may choose (or the Company may require you) to use accrued paid leave, if available, concurrently with some or all of the FMLA/CFRA leave. In addition, you will not be eligible to accrue seniority or benefits, including vacation and holidays, during any period of an FMLA/CFRA leave.

Maintenance of Health Benefits

If you and/or your family participate in our group health plan, the Company will maintain coverage under the plan during the first twelve weeks of your FMLA/CFRA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave and failure to pay your portion, if any, of the premium may result in loss of coverage. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for an employee and family.

Job Restoration

Upon returning from FMLA/CFRA leave, you will normally be restored to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, you will have no greater right to job restoration than if you had been actively working.

Notice and Medical Certification

When seeking FMLA/CFRA leave, you must provide:

- 1) Thirty (30) days' advance notice of the need to take FMLA/CFRA leave, if the need is foreseeable, or notice as soon as practicable in the case of unforeseeable leave.
- 2) Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member must be returned before your leave begins, or if not possible, within 15 days of at the Company's request to provide the certification. If you fail to do so, we may delay the commencement of your leave or withdraw any designation of FMLA/CFRA leave, in which case

your leave of absence would be unauthorized, subjecting you to discipline up to and including termination. Additional medical opinions and periodic re-certifications may also be required. Contact the HR department for forms or more information.

- 3) Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work.
- 4) Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition.

Failure to comply with the foregoing requirements may result in delay or denial of leave.

Failure to Return after FMLA/CFRA Leave

Any employee who fails to return to work as scheduled after FMLA/CFRA leave or exceeds the 12-week FMLA/CFRA entitlement may be subject to termination of employment.

Limited Nature of This Policy

This policy is intended to provide only those leave benefits and protection required by FMLA/CFRA.

Leave Coordination

Leave under the Family and Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave of Absence, and/or any paid or unpaid leave will run concurrently where applicable in accordance with state and federal laws.

Medical Leave

Leaves of Absence may be granted by the Employer for illness or disability, with certification by a medical doctor, if requested by the Employer, equal to the employee's seniority with the Employer, but not to exceed three (3) years.

Leaves of absence due to Workers' Compensation Disability or sickness will not be limited, provided employee furnishes the Employer with satisfactory medical doctor certification if requested by the Employer. At least every three (3) months such disability or sickness must be certified.

Unpaid Family School Partnership Leave

The Company encourages employees to be involved in the education of their children. Parents, guardians, and grandparents with custody of school age children (K-12) are eligible for up to forty (40) hours of unpaid leave each school year to participate in school-related activities of their children, pursuant to the California Education Code 48900.1, provided the following criteria are met:

1. The employee must give reasonable notice for time off.

2. The employee provides proof that he or she visited the school if the Employer requests. Proof means whatever documentation the school deems reasonable.
3. The employee may take up to four hours in each school year, per child, to visit a child in school, especially if the school requests the attendance of a parent.
4. The employee may utilize Vacation time, personal time.
5. The Employer is prohibited from discharging or discriminating in any way against an employee who is a parent or guardian contacted about the child's possible or actual suspension from school.

Employees who request leave for unauthorized purposes will be subject to discipline, up to and including termination.

Lactation Break

The Company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time will be unpaid. The Company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Employees should notify their supervisor if they are requesting time to express breast milk under this policy. The Company does, however, reserve the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

Voting Leave

The Company encourages all employees to fulfill all civic responsibilities and to vote in all official public elections.

Generally your working hours are such that you will have ample time to cast your vote before or after working hours. You are not permitted to take voting leave if you have sufficient time outside of your normal work hours.

If an employee does not have sufficient time outside of working hours to vote in a statewide election, he or she may, without loss of pay, take off up to two (2) hours of working time to vote. Such time shall be at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from working, unless otherwise mutually agreed. The employee shall notify the Employer at least five (5) working days in advance to arrange voting time. In addition, employees may serve as election officials on Election Day without being disciplined, but AutoReturn will not provide pay for such absences.

The Company will comply with all applicable voting time laws of the states and municipalities in which its facilities and offices are located.

Jury and Witness Duty Leave

1. An employee with twelve (12) months or more seniority that is required to report for jury duty shall be reimbursed for losses in his or her regular wages up to a maximum of one hundred sixty (160) hours every two (2) years. An employee who does not qualify for paid jury duty leave shall be granted unpaid time off to serve jury.
2. Employees scheduled for Swing shifts and Graveyard shifts are not required to report for work on any day when retained for Jury Service over three (3) hours.
3. Day shift employees are required to report to work prior to reporting for Jury Service if there is sufficient time for a minimum of three (3) hours of work.
4. Jury duty pay shall be capped at one hundred sixty (160) hours every two (2) years.
5. The Employer will grant jury duty pay to eligible employees who serve jury duty, provided the employee must:
 - (a) Give notice of his or her summons to the Employer as soon as possible, and
 - (b) Provide adequate proof of dates and time served and compensation received.
6. Any employee who has one (1) or more years' seniority with his or her Employer and has qualified for his or her initial PTO with that Employer, if called and reporting for jury duty will be entitled to the difference between jury duty pay and his or her regular daily rate of pay for each day of jury service. Days of jury duty and all fees paid shall be verified by the court official.
7. An employee dismissed from jury duty must immediately call his or her supervisor to determine when to return to work.

When an employee is requested or subpoenaed by the Employer to attend court or to be a witness for the Employer in any hearing, he or she shall be paid not less than a day's wages for each day at court.

Bereavement Leave

When a death occurs in the immediate family of an employee with one (1) year or more of employment, he or she shall be entitled to a leave of absence of three (3) days with pay. Immediate family is defined as employee's father, mother, children, spouse, brother, sister, grandparents, current step parents, current step grandparents, current in-laws, and step-children living with the employee. The leave of absence shall be four (4) days with pay if the death is outside of California. The employee will not be required to provide a death notice; however, if a complaint is raised that an employee has improperly utilized this leave, then an investigation will be conducted and the employee may be required to provide a death notice. Upon request of the employee, and if necessary, the employee may be granted an additional one (1) week unpaid leave of absence.

To take leave, an employee must submit a request to the supervisor. This request must state the requested days off, and the anticipated return date.

Alcohol/Drug Rehabilitation Leave

An employee shall be permitted to take a leave of absence, up to a maximum of ninety (90) calendar days from the purpose of undergoing treatment pursuant to an approved program from alcoholism or drug use, consistent with the requirement of local, state and federal law. An employee on such leave of absence may not engage in any employment or services for any other competitive employer.

Personal Leave

An employee may be granted a personal leave without pay during the life of this Agreement for reasonable personal business, including paternity leave. An employee requesting such leave may do so in writing. An employee shall be entitled to a maximum of thirty (30) workdays for such leave. When operating conditions permit, the Employer may grant more, up to a maximum of six (6) months at the sole discretion of the Employer.

An employee on leave as set forth above shall notify the Employer at least five (5) workdays before the beginning of the first shift to which the employee is scheduled to return. An employee requesting leave shall do so in writing to the personnel office, specifying the type of leave and dates desired. Requests shall be made as much in advance as possible, but at least thirty (30) days prior to the starting date if possible.

Personal leave is extended to both full and part time employees who have completed their 90 day probation.

Sick Leave

The Company's sick leave policy is designed to provide paid time off for personal illness or injury or for the illness/injury of your immediate family members. Immediate family for the purpose of sick time is defined as parent, child, spouse, registered domestic partner, and/or registered domestic partner's child. Sick time is not an entitlement for extra days off, but rather a benefit to be used only in time of need.

For all employees, one hour of sick leave will be accrued for every 30 hours worked (this equals 69 hours during a standard 2080 hour year), with accrual only in full hour increments. Employees begin to accrue paid sick leave after the first 90 days of employment. Accrued and unused sick leave carries over from year to year, but the maximum accrual of sick leave is capped at 72 hours (9 days) for all employees, including part-time and temporary employees. Once an employee reaches the cap, the accrual stops until the employee uses a portion of his/her sick leave.

Any or all of the paid sick leave may be used for the employee's injury or illness; for receiving medical care, treatment or diagnosis, including medical appointments; or to provide care for a sick child, parent, sibling, grandparent, grandchild, spouse, registered domestic partner, or child of domestic partner (includes all step-relationships). All of the above categories include biological, adopted and foster relationships as well as legal guardians and wards. The domestic partner category also includes domestic partners registered under any state or local law, including but not limited to the State of California.

If employees do not have a spouse or registered domestic partner, they may designate "one person to whom they may use their paid sick leave to aid or care for that person" (there does not need to be a biological relationship). Employees have 10 work days from their hire date to make the designation and they are able to make or change the designation annually.

Employees may use sick hours to miss part of a shift in order to attend medical appointments. Employees may not cash-out or be reimbursed for unused hours upon termination or resignation of employment.

The Company requires at least one (1) hour of notice for the use of paid sick leave to be taken at the beginning or end of an employee's scheduled work hours and at least one (1) weeks notice for the use of paid sick leave to be taken in the middle of an employee's scheduled work hours. In addition, if the Company determines there is a pattern (e.g., sick leave taken the same day of various weeks, sick leave taken on dates that were previously requested PTO dates that were denied, extending PTO dates by using sick leave, sick leave taken consistently as an excuse for tardiness, etc.) to the use of sick leave that is not consistent with the intended use, then the Company will conduct an investigation and take any disciplinary action deemed necessary, up to and including termination. Please note that the list above related to patterns is not exhaustive, these are meant to provide examples of the types of activity that the Company would potentially investigate.

You will be required to take accrued and unused sick leave before taking an unpaid leave (or having unpaid absences) due to your own illness or injury. Employees who are absent because of their own disability may be eligible for State Disability Insurance (SDI) benefits. SDI payments do not begin until after you have been absent from work for 7 calendar days. SDI benefits do not replace all of your usual wages. If you have accrued paid sick leave, sick leave will be used for the first 7 days before SDI payments begin and your sick leave will supplement your SDI payments. If you have no sick leave, or once you've exhausted your sick leave, accrued and unused vacation (or PTO) will be used to supplement the SDI benefits.

You are not required to use your accrued and unused sick leave to attend to a family member's illness in lieu of taking an unpaid family leave. If you are absent for a reason that qualifies you for Paid Family Leave (PFL) payments, you are not required to use any paid sick leave during the 7 day waiting period before PFL benefits begins.

Paid sick leave is a benefit that also covers absences for work related illness or injury. Employees who have a work related illness or injury are covered by Workers' Compensation Insurance. However, Workers' Compensation benefits usually do not cover absences for medical treatment. When you report a work related injury or illness you will be sent for medical treatment, if treatment is necessary. You will be paid your regular wages for the time you spend seeking initial medical treatment. Any further medical treatment will be under the direction of the health care provider. Absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If you have accrued and unused sick leave, the additional absences from work will be paid with the use of sick leave.

A medical statement from their doctor may be requested by the Company when they are absent more than two (2) working days, confirming that they are released to return to work. Time paid for sick time does not count as time worked in calculating overtime for the week.

Vacation

Vacation is a policy for eligible employees to use for vacation, and personal business.

Full time employees begin accruing Vacation upon their permanent hire date, but may not use the Vacation until they have been with the company for 30 days. Vacation may be used as it is accrued and will not be advanced. If no Vacation is available, then the time will go unpaid.

Each employee having had completed continuous service with his or her Employer shall receive the number of Vacation days with pay as shown in Appendix B .

Part-time employees are eligible to accrue Vacation hours each year. The amount of Vacation is a pro-rated amount based on time worked. Please see Human Resources for more details.

Vacation can be carried over from year to year with a maximum number of days based on the "cap" amounts shown in Appendix B. The Employer agrees to notify the employee, in writing, prior to the employee's Vacation cap being reached, and allow the employee to schedule and use Vacation so that the total accrual remains below the accrual limit. It is the employee's responsibility to schedule and take the Vacation prior to reaching the limits.

Employees who have an unexpected need to be absent from work should notify their supervisor before the start of each scheduled workday.

Upon obtaining the permission of the Employer, an employee may use an available Vacation day in one (1) day increments, and/or he or she may take one (1) additional week without pay to run consecutively with the paid week, if desired by the employee. Each eligible employee shall give at least two (2) weeks' advance notice of Vacation time. All Vacation requests must be approved by the Employer and the Employer agrees to reply with confirmation within ten (10) working days of an employee's Vacation request.

Employees must use their accrued Vacation time when requesting time off. Employees may not opt to use unpaid time first. To schedule planned Vacation, employees should request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Employees should avoid financial commitments such as the purchase of airline tickets, etc., prior to receiving Vacation approval.

When a paid holiday falls within an employee's Vacation, the employee shall retain the Vacation hours and be paid holiday pay for that day.

Vacation is paid at the employee's base pay rate at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials, if applicable.

Vacation time may be split. An employee who splits his or her Vacation may exercise his or her seniority rights for the initial Vacation period, however, subsequent selection shall be made after all employees have made their initial selection. This applies to employees with two weeks or more Vacation time.

All employees shall be paid upon termination all unused Vacation hours at the employee's current rate of pay.

Holidays

Effective January 1, 2008, Employees receive twelve (12) paid holidays to be bid on and scheduled with the Employer at the beginning of each calendar year. Prior to January 1, 2008, Employees will work under the holiday schedule as planned at January 1, 2007, with the exception that an additional 2 Holidays will be coordinated with the Employees by the Employer. Each employee will designate the 12 days they desire to take as a holiday from the following list of eligible days:

New Year's Day
M.L. King, Jr. Birthday
President's Day
Independence Day
Memorial Day

Thanksgiving Day
Christmas Day
Employee's Birthday
Employee's Date of Hire
Labor Day

Two (2) Floating Holidays

Any of four weekdays between Christmas and New Year's Day
July 3rd
July 5th
Day after Thanksgiving Day
Columbus Day

- A. The following holidays when worked, shall be paid for at double the straight-time rate of pay: Rev. Martin Luther King, Jr. Birthday, President's Day, Memorial Day, Independence Day, Employee's Birthday, Employee's Anniversary Date of Hire.
- B. The following holidays when worked, shall be paid for at two and one-half (2-1/2) times the straight-time rate of pay: Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.
- C. Employee's Birthday and Date of Hire: All employees will be allowed to be off on those days or alternatively any day may be taken during the week in which the affected holiday falls by mutual agreement between the employee and the Employer.
- D. Floating Holidays: Floating Holidays to be mutually agreed upon by the Employer and each employee. At least two (2) weeks' advance notice of floating holiday is to be given by employees.
- E. When not worked, the above listed holidays shall be paid for at the rate of straight-time pay on the basis of hours normally worked, whether such day occurs within or outside an employee's workweek.
- F. In order to be eligible for holiday pay when no work is performed, an employee must work or be available for work on the last regular work day immediately prior to a holiday and on the first regular work day immediately following that holiday unless that employee can show a justifiable excuse to his or her Employer. An employee who fails to report as scheduled for work on a holiday shall forfeit his holiday pay unless that employee can show a justifiable excuse to his or her Employer. The Employer shall give at least one (1) week's notice to the employee of a contemplated shift change.
- G. A paid holiday shall be considered a day worked, except that if a paid holiday falls on an employee's day off the regular contractual workweek shall prevail for the purposes of computing overtime in that week.

- H. Employees required to work on the sixth (6th) consecutive day and when that sixth (6th) day falls on a negotiated HOLIDAY the employee will be paid two and one-half (2-1/2) times his or her regular salary.
- I. When any of the above holidays fall on Sunday, the day observed by the City shall be considered as the holiday.
- J. Whenever an employee is off the job for reasons of bona fide illness or injury for a period of up to thirty (30) days, the employee shall receive pay for any holiday falling within that time period. Employees must be on State Disability or Workers Compensation to be eligible.
- K. When any of the holidays are observed by the City on a different day, the City declaration shall take precedence and such day shall be observed as the holiday under the terms of this Agreement except Christmas Day, December 25, which will always be observed on the day it occurs.
- L. The Employer shall post a Holiday schedule for each location with 2 weeks advance notice.
- M. When two or more paid holidays fall within one day, the employee shall receive an extra day off with pay.

Health & Welfare: Major Medical, Dental, Orthodontia, Prescription Drug, Vision Coverage, Accident & Sick, Life Insurance

All employees who have completed more than twenty (20) hours per week of work in the previous month shall be eligible for coverage under such plan on the first of the month following completion of more than twenty (20) hours per week of work in the prior month.

KAISER OPTION: There shall be a Kaiser option effective in each year of the contract. Each employee shall have the option of coverage under the Indemnity Medical Plan of the Bay Area Automotive Group Welfare Fund or the HMO Medical Plan offered by Kaiser Foundation Health Plan.

Each new employee shall make such selection at the time active employment starts.

New employees are eligible for medical benefits (Basic Major Medical, Kaiser, Prescription Drug & Life Insurance, Vision, Dental, Orthodontia, Accident and Sick) on the first of the month after completing 30 days of work in which the employee has completed more than twenty (20) hours per week of work in the prior month.

Hospital Leave Pay

Each full-time employee with one or more years of seniority shall receive three (3) days of Hospital Leave Pay each year. Such Hospital Leave Pay is to be used prior to the sick pay as described above. Such Hospital Leave Pay is to be used only when the employee is admitted overnight as a patient in a regularly constituted, fully equipped licensed hospital. The employee must be hospitalized overnight. The employee must provide sufficient proof.

The employee will be paid his or her regular straight-time hourly rate of pay for eight (8) hours each day while confined in said hospital until he or she reaches the limits herein contained. The employee may accumulate unused Hospital Leave Pay for a maximum of nine (9) days, and there shall be no cash out of Hospital Leave Pay.

The last twelve (12) months prior to hiring, the employee shall be entitled to full benefits starting with the first month following the completion of more than twenty (20) hours per week of work with this Employer.

Pension Plan

PROBATIONARY EMPLOYEES: For probationary employees hired on or after August 1, 2007, the Employer shall pay an hourly contribution rate of \$0.30 during the probationary period as defined in Section 2, but in no case for a period longer the ninety (90) calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in Section 7 of the Agreement.

After the expiration of the probationary period as defined in Section 2, but in no event longer than ninety (90) calendar days from the employee's first date of hire, the contribution shall be increased to the full contractual rate.

FULL CONTRACTUAL RATE:

The total contribution shall be \$1.50 per hour.

Retirement Plan/401k

The Employer shall pay into the Supplemental Income 401(k) Plan Trust Fund on account of each employee performing bargaining unit work for each straight-time hour worked.

Employees working under this Agreement shall have Supplemental Income 401(k) Plan Trust Fund contributions, as outlined below:

Effective 8/1/2007

First 3 mos.	No contribution
Thereafter	\$0.25 per hour

Contractual Vacation and holidays paid for but not worked shall be considered as time worked for the purposes of this Section.

Employees may participate, and the Employer shall facilitate, the Supplemental Income 401(k) Plan on behalf of all employees..

COBRA Continuation

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Company's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the Company's group rates plus an administration fee. The Company provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the Company's health insurance plan. The notice contains important information about the employee's rights and obligations.

Worker's Compensation Insurance

The Company provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately but no later than within 24 hours. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither AutoReturn nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by AutoReturn.

Educational Assistance

AutoReturn recognizes that the skills and knowledge of its employees are critical to the success of the organization. The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within AutoReturn.

AutoReturn will provide educational assistance to regular full-time employees, as long as Human Resources, at its discretion, approves the expense in writing before the employee incurs the expenses. To maintain eligibility employees must remain on the active payroll and be performing their job satisfactorily through completion of each course.

Individual courses or courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a foreseeable-future position in the organization in order to be eligible for educational assistance. AutoReturn has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable-future position. Employees should contact Human Resources for more information or questions about educational assistance.

While educational assistance is expected to enhance employees' performance and professional abilities, AutoReturn cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

Time Off For Literacy Programs

If you have illiteracy problems you may request the Company's assistance in enrolling in an adult literacy program. The Company will not pay for such enrollment or pay your wages for participating in the program.

The Company will make a reasonable effort to accommodate such requests, but will not be required to do so if an accommodation would impose an undue hardship on the Company. The Company will make a reasonable effort to safeguard your privacy if you reveal an illiteracy problem. If you reveal an illiteracy problem you shall not be subject to reprisal because of such disclosure.

Employee Parking

AutoReturn provides free parking for employees at all of its facilities. Such parking will be at the employee's own risk. Access to the lot for significant others will be allowed for the purpose of picking up or dropping off of employees. A list of up to two significant others will be allowed for each employee. The list will be updated periodically and names should be submitted to HR. AutoReturn Security will ask for identification on an "as needed" basis.

SECTION III

Orientation

To assist you in learning your new job the Company will provide orientation and training, and may periodically review your progress. A formal performance evaluation may be conducted at the end of ninety (90) days to determine if you are meeting the requirements for the position.

If at any time during this process you have questions, you are encouraged to talk to your supervisor or follow the Company's "Open Door Policy."

Absent a written agreement with the Company to the contrary, all employment both during and after the introductory period is at-will and the completion of the introductory period does not confer any rights for continued employment.

Cross Training

In an effort to ensure all of our employees provide the best service to our customers, all AutoReturn employees are encouraged to cross train with other functions throughout the company. In some cases, cross training is a mandatory feature of a job category and performance reviews will be based on the cross-functional performance. This will be communicated to employees through a formal job description that outlines duties of each position. Employees will be evaluated on their performance of the outlined duties.

Performance Reviews

The Company's goal is to review each employee's performance on a schedule established by the manager. A performance appraisal has the following main objectives:

1. To evaluate how the job has been performed, to discuss this performance with the individual concerned, and where possible to determine how it can be improved.
2. To evaluate short and long-term potential, set goals which support Company and employee objectives, and determine a monitoring process for these goals.

Your supervisor will prepare a written evaluation, which you will have the opportunity to read. The evaluation may be prepared with the help of your work peers and may include your self-evaluation. You will meet with your supervisor to discuss the evaluation. You are encouraged to ask specific questions and to comment about the evaluation. You may write your own comments on the evaluation form.

You are encouraged to discuss your feelings about your job and your career goals. At the time of your performance evaluation you will be asked to review and sign the evaluation form. Your signature does not necessarily indicate agreement with the contents of that form but merely indicates that you have seen and understand the contents of the appraisal.

Performance evaluations will include factors such as the quality and quantity of the work performed, your knowledge of the job, initiative, work attitude, attitude towards others, and attendance. The performance evaluation should help you become aware of your status, progress, the areas for improvement needed, and the objectives for future performance. Positive performance evaluations do not guarantee increases in salary

or promotions. Salary increases and promotions are solely within the discretion of the Company, and they may depend upon many factors in addition to performance.

Positive performance evaluations do not guarantee continuous employment. Whereas AutoReturn strives to retain successful and hard-working employees, positive performance evaluations cannot change the employment at will policy outlined above.

Discipline

AutoReturn may provide oral counseling, written warning, suspension, probation or immediate termination, depending on the specifics of each case. Depending on the circumstances, none of these steps need to occur before termination of employment, however. An employee may be terminated involuntarily for reasons that include, but are not limited to, poor performance, misconduct or other violations of Company's rules.

When employees do not meet the standards defined in this handbook, it is the manager's responsibility to act in a timely manner and initiate a program of disciplinary steps to address the problem. Examples of situations which may require the manager to take immediate action include, but are not limited to, physical fighting in the workplace, theft, excessive absenteeism or chronic tardiness.

This policy presents the basic principles and procedures of a system of progressive discipline which is intended to ensure that all employees are treated as consistently and fairly as possible throughout the Company. The disciplinary program has four major purposes: 1) to ensure that the employee knows what the problem is; 2) to communicate what the manager's expectations are in order for the employee to correct the problem; 3) to provide appropriate penalties for improper work conduct; and 4) to provide a record of corrective action taken by managers in such problem situations.

Progressive Discipline

Progressive discipline is a formal process which includes several steps or levels of discipline, each of which provides the employee with the opportunity to correct the problem or inadequacy. There are fourteen (14) infractions ("Cardinal Infractions") by employees that can result in immediate termination or suspension to enable a full investigation to be conducted.

The following process will be implemented to deal with circumstances where an employee has committed a Cardinal Infraction:

1. The manager must conduct a thorough fact-finding investigation which includes collection of all information and applicable records. If the manager deems it necessary, the employee may be suspended with pay to enable time for the investigation of facts in cases where the circumstances could result in unsafe working conditions for the employee, coworkers, customers or others. A formal notice of this decision must be sent to the employee within ten (10) days of any incident or the manager becoming aware of the incident.
2. Hold an initial meeting with the employee. The meeting must be attended by a witness from the Human Resources group. During the discussion, the manager should state the problem clearly and allow the employee to respond.
3. Follow up with the employee after the meeting and after all information has been gathered to report the findings. The manager and a representative from the Human Resources Group should meet at least 24 hours before this meeting to finalize the documents and discussion points. The meeting should be

attended by a witness from the HR group. It must be made clear to the employee which level or step of the discipline process is being applied.

4. Provide a follow up letter to the employee with a copy to remain in the employee's personnel file as soon as possible after the meeting and never more than 10 days after the decision on discipline has been made. The letter must include the date and time of the follow-up meeting, a brief statement of the problem, the manager's expectations, and the conclusion reached in the meeting. The stage of discipline must be clearly noted.

The following process will be implemented to deal with circumstances where an employee has committed an infraction other than a Cardinal Infraction:

A. Preliminary Actions. Prior to moving to formal discipline the manager should do the following:

- 1) Conduct a thorough fact-finding which includes collection of all information and applicable records.
- 2) Hold a discussion in private with the employee. During the discussion the manager must state the problem clearly and allow the employee to respond.
- 3) Follow up with the employee after the meeting and after all information has been gathered, to report the findings. If the manager intends to move to formal discipline, the meeting should be attended by a witness from the HR group. The manager and a representative from the Human Resources Group should meet at least 24 hours before this meeting to finalize the documents and discussion points. Clearly communicate to the employee which level or step of the discipline process is being applied.
- 4) Provide a follow up letter to the employee with a copy to remain in the employee's personnel file as soon as possible after the meeting and never more than 10 days after the incident. The letter must include the date and time of the follow-up meeting, a brief statement of the problem, the manager's expectations, and the conclusion reached in the meeting. The stage of discipline must be clearly noted and a statement should be included that notes that lack of improvement will result in further discipline.

B. The Steps of Progressive Discipline. There are three steps in the progressive discipline process for infractions other than Cardinal infractions.

All disciplinary action must be taken within a reasonable time frame.

1. Oral Warning. Oral warnings are appropriate for first offenses. It is important that managers not overuse the oral warning for the same type of offense - no more than two oral warnings should be given for the same type of offense.

If the manager believes that an oral warning is appropriate, it must be made clear to the employee that the oral warning is the first step in the progressive discipline process. The manager must have a full discussion with the employee before filing a written summary of the oral warning to ensure that the employee has the opportunity to respond or to give additional information. The oral warning must be documented for the manager's record and it is recommended that a note summarizing the warning be given to the employee. The record and note must record the date, time and reason for the warning.

2. Final Written Warning. After an employee has received an oral warning, a subsequent offense for the same type of infraction should be addressed by a final written reprimand. Managers must review the draft of the final written reprimand with the Office of Human Resources. An infraction other than a Cardinal Infraction: manager and employee will meet to discuss the problem. In the discussion, the

manager must review the incident or performance problem which requires the reprimand and the manager and employee should exchange ideas and information regarding solution(s) to the problem. The manager and a representative from the Human Resources Group should meet at least 24 hours before this meeting to finalize the documents and discussion points. The employee must be given the option of having a union representative present at the beginning of the meeting. The written reprimand must be given to the employee directly following the discussion, with copies to the Office of Human Resources and the employee's official personnel file and in no case later than 10 days after the incident. It must be made clear to the employee which level or step of the discipline process is being applied.

The final written warning must:

- Be identified as a disciplinary final warning;
 - Describe as specifically as possible the situation which prompted the warning; including day, date, time, location, and what the manager saw or heard;
 - Indicate why the behavior or performance is unacceptable;
 - Review the decisions that were reached during the discussion regarding how the employee would correct the problem;
 - State that the written warning will be the employee's final warning and the Company plans to take disciplinary action by suspending them for a time period from one (1) to fifteen (15) days without pay. In addition, if the employee allows the same type of infraction to occur again within a period of six (6) months from the date of the last infraction, then the employee will be terminated. The length of the suspensions will be determined by the manager in consultation with Human Resources; and
 - State that the Company is willing to provide an alternative form of discipline to the suspension without pay by having the employee choose and document acceptance by initialing and signing a document stating that over the next 365 days ("Probation") the employee will not have any additional infractions or the infraction will result in termination. In addition, the employee must agree that if they successfully complete their Probation, and then subsequently violate the same type of infraction within the 12 months following the date the Probation ends, it will result in an immediate application of disciplinary action.
3. Termination of employment is the culmination of the progressive discipline process. Whenever possible, the Office of Human Resources should conduct a pre-termination meeting. The purpose of the meeting is to review with the employee's manager and the employee, the past record and any new circumstances leading to the manager's request to terminate..

Attendance and Punctuality

Regular attendance and punctuality is an important job requirement. The Company must be able to respond to its customers' and clients' needs. In order to perform this obligation, it is essential that all employees report to work regularly and on time. It is each employee's responsibility to overcome minor inconveniences and to strive for perfect attendance.

If any employee is unable to report to work on a scheduled workday (including scheduled overtime), the employee must notify their department supervisor by a minimum of one hour before their scheduled shift time. In cases of absences exceeding one (1) day, it is the employee's responsibility to arrange a reporting schedule with the manager. If the employee wishes to apply for one of the Company's leave policies, the employee should follow the reporting policy delineated in that policy.

An **ABSENCE** is defined as one or more regularly scheduled consecutive workdays or a portion of a workday when you are not present at work.

- ❖ **Planned:** You're expected to schedule planned absences as far in advance as possible, with the agreement of your supervisor.
- ❖ **Unexpected:** If you need to be absent due to an illness or emergency, you must notify your supervisor as soon as possible, if possible at least one (1) hour before your official start time.
- ❖ **Without notice:** If you are absent for three days without notifying the Company, you may be considered to have voluntarily resigned as of the close of the third day
- ❖ **Excessive:** If you have frequent absences, your manager or Human Resources will counsel you. (See chart below.)

PUNCTUALITY is a requirement for continued employment at AutoReturn. Excessive tardiness may result in disciplinary action, up to and including termination. Tardiness is defined as arriving after the normal starting time. Your supervisor sets punctuality standards for your department.

Excessive Absenteeism or Tardiness	
If you have	It will result in
Four (4) separate absence or tardiness occurrences in a six-month period	Informal Warning (oral)
Additional absence or tardy after the oral warning in a twelve-month period	Final Warning with Probation or Suspension (in writing)
Continuing absenteeism or tardiness	Termination

Any employee's absence from work without proper notification may be considered a voluntary resignation of employment. The Company may require documented evidence of illness and/or a medical opinion of fitness to return to work following an absence of three or more days.

Inefficiency, incompetence, or negligence in the performance of duties

Excessive Performance Issues	
If you have	It will result in
Any Combination of the following items that add up to 4 points in a six-month period: <ul style="list-style-type: none">❖ Monetary error greater than \$75 (3 points)❖ Any monetary error greater than \$5 (1 point)❖ Any non-monetary error (one-half point)	Informal Warning (oral)
Additional performance issues after the oral warning in a twelve-month period	Final Warning with Probation or Suspension (in writing)
Continuing negligence	Termination

Hours and Pay

Work week, Hours, and overtime:

- A. The workweek shall consist of forty (40) hours, five (5) consecutive workdays of eight (8) hours each to be worked within nine (9) hours.
- B. No split work week unless approved by management and HR in any one instance, by a Letter of Understanding.
- C. Lunch Period: All employees shall be entitled to a minimum of one-half hour and a maximum of one hour lunch period. The lunch period shall commence not less than three and one-half (3 ½) nor more than five and one-half (5 ½) hours after the employee's starting time, except where otherwise agreed by the Employer and employee.
- D. The Employer shall give at least one (1) week's notice to the employee of any contemplated shift change. This provision can be waived by mutual consent of the Employer and employee.
- E. All work performed in excess of eight (8) hours per day and/or five (5) days per week shall be paid for at the rates specified in Section 13 of this Agreement. Overtime must be paid by cash or check and shall not be traded for time off.

F. All work performed in excess of eight (8) hours per day and/or forty (40) hours per week shall be paid for at the rate of time and one-half (1 1/2) of the prescribed rate. Time worked on the sixth (6th) consecutive day of any one week shall be paid at the rate of one and one-half (1 1/2) of the prescribed rate. Time worked on the seventh (7th) consecutive day of any one week shall be paid at the rate of double (2 times) the prescribed rate.

G. All time worked in excess than twelve (12) hours in any one work day shall be paid for at double (2 times) the employee's rate of pay.

H. Maximum Rate: Maximum rate payable under this Agreement is triple (3 times) the straight-time rates based on the rate applicable.

I. No Reduction: No full-time employee working less than the maximum hours or receiving more than the minimum wage set forth herein shall suffer an increase in hours or a reduction in wages by reason of the signing of this Agreement, and conditions of employment now existing in any place of business more favorable than specified in this contract shall be maintained. This Section shall not apply to commissions, now or in the future, paid to employees for sales of tires or other commodities where special incentive allowances are made.

J. Hour Guarantees: Four (4) and eight (8) Hour Guarantees: All employees ordered to report or working four (4) hours or less receive four (4) hours pay; all employees ordered to report or working more than four (4) hours shall receive not less than eight (8) hours pay. These guarantees shall be limited to the straight-time working hours.

K. The Employer may establish a six (6) hour work day, said schedule will be posted for bid and will only be implemented if employees voluntarily bid for the shift. No full-time employees shall be scheduled for a six (6) hour workday if he or she does not volunteer.

L. The Employer may establish a four (4) day, ten (10) hour work week. Said schedule will be posted for bid and will only be implemented if employees voluntarily bid the shift.

M. The employee shall be off Friday, Saturday, Sunday or Saturday, Sunday Monday, but no employee will be required to work a four (4) day, ten (10) hour work week.

N. All time worked in excess of ten (10) hours per day and/or forty (40) hours per week shall be paid for at the rate of time and one-half (1 1/2). The sixth (6th) consecutive day worked will be paid at double (2 times) the regular straight-time pay and the seventh (7th) consecutive day worked shall be paid triple (3 times) the straight time rate of pay.

O. Employees on a four day week required to work on the fifth (5th) day when it falls on a negotiated Holiday, shall be paid two and one-half (2 1/2) times the regular straight time rate of pay. Employees on the four day week required to work on the sixth (6th) day when it falls on a Holiday shall be paid triple (3 times) the straight time rate of pay.

P. The Employer may establish a split shift. Said shift shall only be implemented if an employee volunteers. (A) Split shift shall be within twelve (12) consecutive hours. Four (4) hours on, four (4) hours off, four (4) hours on. (B) Split shift shall be within ten (10) consecutive hours. Three (3) hours on, four (4) hours off, three (3) hours on.

No employee shall be scheduled for a split shift if not voluntary. Volunteer employees shall be paid a premium of ten percent (10%) above employee's rate of pay.

Timekeeping Requirements

Accurately recording time worked is the responsibility of every non-exempt employee. AutoReturn will keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Non-exempt employees are required to record accurately the time they begin and end their work, as well as the beginning and ending time of each meal period by clocking in and out of the timekeeping system. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved by a supervisor before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

It is the employee's responsibility to verify his/her time records to certify the accuracy of all time recorded. Supervisors will review and then approve the time record before submitting it for payroll processing. Additionally, if corrections or modifications are made to the time record, both employee and supervisor must verify the accuracy of the changes by initialing the time record.

All employees must record their absences.

Any errors on your payroll record or time sheet should be reported immediately to your supervisor or to the Payroll Department.

Rest Periods

Each workday, non-exempt employees are provided with a certain number of rest periods. To the extent possible, rest periods will be provided in the middle of work periods. Since this time is counted and paid as time worked, employees must not be absent from their workstations beyond the allotted rest period time.

Due to the nature of the AutoReturn service, with its peaks of customer activity several times a day, employees will not be permitted to take their breaks when there are customers waiting in line or waiting in the phone queue, unless authorized by a supervisor.

Rest breaks will be provided at the rate of ten (10) consecutive minutes for each four hours worked (see table below). Rest breaks may not be combined with or added on to meal breaks, even at the employee's request. Nor may they be used to start your workday 10 minutes late or end it 10 minutes early.

Ten-minute rest breaks will be provided as follows for the work hours involved:

Hours of Work	Rest Breaks
0 - 3.5	0
3.5 - 6.0	1
6.0 - 10.0	2
10.0 - 14.0	3
14.0 - 18.0	4

Sleeping is not permitted at any time on work premises, during working hours or breaks. If an employee is found to be sleeping, disciplinary action will be taken, up to and including termination.

Meal Periods

All full-time employees who work more than five (5) hours in one day are provided with at least one thirty (30) minute meal period each workday. Meal periods are unpaid. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and are free to leave Company premises.

If an employee works only six (6) hours in one day, the employee may voluntarily choose not to take the meal break.

A second meal break of at least thirty (30) minutes will be given for all workdays on which an employee works more than ten (10) hours. The second meal break may be waived only if:

- The total hours worked on that workday is not more than twelve (12);
- There is mutual consent of the employer and employee; and
- The first meal break of the workday was not waived.

Payroll

Pay Periods

The Company's formal work week begins at 12:00 a.m. Wednesday. AutoReturn pays and distributes checks to non-exempt employees every other Monday for a bi-weekly pay frequency and pays and distributes checks to exempt employees on the 15th and last day of each month.

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his or her return from vacation.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to AutoReturn. Employees will receive an itemized statement of wages when AutoReturn makes direct deposits.

Advances against future wages are not given.

Payroll Deductions

All employees are subject to taxes on earnings as follows: (1) Federal and State income tax withholding; (2) Social Security tax (FICA); and (3) State Disability Insurance. Original tax withholding forms are completed during new-hire sign-up. To change withholdings (or if a change of name or marital status occurs), you can contact Human Resources to fill out a new federal form W-4.

AutoReturn offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, please contact Human Resources.

AutoReturn takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of Human Resources so that corrections can be made as quickly as possible.

Overtime

Non-exempt employees are eligible for overtime. However, your manager may require prior approval of overtime before it is worked. Employees who work unauthorized overtime are subject to discipline, up to and including termination.

An overtime rate of one and one-half times the regular rate is paid on the actual hours worked in excess of forty (40) hours in one pay week, (or) eight (8) hours in one day (or) the first eight (8) hours of work on the seventh day in any work week. An overtime rate of two times the hourly rate (double pay) is applied to the actual hours worked in excess of twelve (12) hours in any one work day (or) any hours in excess of eight (8) on the seventh consecutive work day, in any work week.

Management expects that employees will work overtime hours when requested. Advance notice will be given to employees whenever possible; however, employees should be aware that emergencies do occasionally arise that do not permit advance notification. Managers will make every effort to notify the employee as soon as possible when overtime work is required.

Pay received for hours such as sick time, holidays, vacations, or paid time off, etc., is not considered time worked for purposes of computing overtime.

Expense Reimbursement

AutoReturn will reimburse your authorized personal expenditures related to the conduct of the Company's business if you obtain written pre-authorization from a member of the management. The Company will reimburse actual expenses incurred; the Company does not pay "per diem." You must submit receipts for all expenses. Expense reports must be filed within a reasonable period of time, no later than one month from the date of the expense, unless approved by an officer of the company.

Reimbursable expenses include:

Reimbursable expenses include but are not limited to:

- Air Travel – coach or economy tickets for all domestic and international travel booked at least 14 days in advance whenever possible
- Lodging – business-class guestroom.
- Rental Car – whenever other transportation would be impractical.

Mileage

Mileage is defined as ordinary, necessary, and reasonable reimbursement for employees who are required to use their personal cars in the efficient performance of their duties. The calculation is the actual business mileage times the reimbursement rate allowed by U.S. Department of Treasury Internal Revenue Service Regulations. The mileage reimbursement includes the cost of gas, vehicle maintenance, insurance coverage and various other expenses. To ensure proper reimbursement of mileage, it is required that employees

submit an expense report for business mileage. You will be reimbursed for mileage expense that is in excess of your normal commute to your primary work place for the miles you drive for business purposes only. Your primary workplace is the AutoReturn office in San Francisco at which you work on a regular basis.

Guidelines

- Calculate mileage from your normal place of business to your destination and return.
- Additional mileage to/from home is not reimbursable.
- Reimbursable at a rate not to exceed the IRS tax-deductible rate.
- Effective February, 2009, the IRS tax-deductible mileage reimbursement rate will be \$0.58 cents per mile.
- Refer to IRS Publication 463 for further guidance.

Requirements

Associates who travel by automobile on AutoReturn business without incurring expenses other than automobile mileage expense must detail the mileage traveled as part of the automobile mileage to be reimbursed.

Reporting Mileage Expenses

- Record as Mileage.
- By changing the business purpose, incidentals like parking and mileage can be bundled and submitted together on one expense report.
- By holding expenses amounting to \$25 or less until the next expense report is filed can significantly reduce the number submissions.
- Enter requirements as prompted. Costs will be reviewed for reasonableness according to pre-programmed business rules.

Employee Meals

When traveling on Company business, up to the following amounts will be reimbursed without a receipt: breakfast (\$7.00); lunch (\$10.00); dinner (\$15.00).

Business Meals and Entertainment

Business Meals and Entertainment will be reimbursed if directly related to the active conduct of the Company's trade or business; the meal or entertainment must directly precede, include, or follow substantial business discussion.

Miscellaneous Expenses

Expenses directly or indirectly related to Company business (such as freight, office supplies, books, postage) must be pre-approved and may require a separate purchase order with receipts.

Professional Appearance Standards

The Company wishes to portray a professional business appearance and, therefore, all employees' style of dress and grooming should reflect that image. Employees are required to present themselves during working hours in attire that is appropriate (please see details below) to their position and the nature of the work performed. If an

employee violates the dress code, that employee will be instructed to go home to change and the time away from work will be unpaid. Repeat violations will receive written reprimand and possible dismissal. The dress code will be reviewed and updated annually. The company reserves the right to change the dress code at any time.

Those employees who do not interact with the public may be exempted from some or all of these standards. The decision is at the discretion of the direct supervisor.

Dress Code Details

Those employees that interact with customers are required to wear an Auto Return uniform or shirt. They must wear nice pants in good condition.

For those employees, not interacting with customers, the dress code is as follows:

For men, appropriate work attire is considered:

- Casual pants: cotton, wool, and blends; blue jeans and corduroys okay.
- Casual shirts: collared shirts, button-down shirts, turtlenecks, and polo shirts. They can be a variety of muted colors, such as blue, gray, striped, checked, or patterned;
- Casual coats and ties; Sports coats and knit ties.

Note: Weekend clothes such as golf attire, shorts, sweats, T-shirts, and sleeveless shirts are not considered business casual.

For woman, appropriate work attire is considered:

- Dress, skirt/blouse combinations;
- Blouses with slacks, pantsuits;
- Casual Pants and Skirts; fabrics can be cotton, wool, and blends; blue jeans and corduroys okay.

Note: Weekend clothes, such as shorts, leggings, T-shirts, tank tops, or the like are not considered business casual.

For both:

- Appropriate footwear: clean athletic shoes, no sandals;
- No shorts or sweats;
- No clothes or accessories with political, slogans, derogatory words, advertisements for competitive products or services;
- No revealing or skin-tight clothes;
- All clothing must be neat, clean, and in good repair;
- Clothing that is faded, stained, discolored, torn, patched, ripped, frayed, excessively wrinkled or missing buttons is not appropriate;
- Undergarments are required clothing;
- Body piercing to be kept to a minimum.

To be in line with all professional standards of dress at AutoReturn, the dying of your hair should be limited to natural color tones such as blacks, blondes, yellows, browns, oranges, and reds. Any primary colors (except for yellow and natural shades of red) or other pastel or florescent colors such as pinks, purples, blues, greens, etc. are not considered natural color tones and are not allowed. A violation of this rule will result in disciplinary action up to and including termination. Exceptions for this rule may exist should the dying of

your hair be necessary for medical, religious, or cultural reasons. If you believe an exception exists, or should you have any questions, or need clarification on appropriate hair dye color, please contact Human Resources.

Personal Hygiene

All employees are expected to maintain clean and appropriate oral and bodily hygiene. The excessive use of perfume or cologne is unacceptable.

Makeup should be used in moderation. Colors must be soft and understated, without heavy colors or dramatic styles.

Employees must keep their fingernails clean and trimmed to a uniform length of a half inch or less, and nail colors should be conservative.

Other

Anything not addressed, general appearance should be well groomed in order to reflect well upon the Company's image.

Employees who are in doubt, or have questions about the specific personal appearance standards or dress code should consult their supervisor. Any employee who, in the supervisor's sole discretion, appears for work in a manner that does not conform to the Company's standards may be required to return home to obtain appropriate attire, and the period of absence may be treated as unpaid leave. Repeated violation of this policy may result in disciplinary action, up to and including discharge.

Voicemail, E-mail and Internet Use

The voicemail, e-mail, computer systems and/or access to the Internet are provided by the Company to assist its employees in carrying out the business of the Company. The Company treats all messages, received or stored, as business messages, which the Company is entitled, if deemed necessary, to access, review, copy, delete, or save for any purpose and to disclose them to anyone that it deems appropriate. The Company may override any applicable password or codes in accordance with the best interests of the Company, its employees, clients, customers or visitors.

The Internet is to be used for business purposes only and should not be utilized for personal reasons. Access to pornographic or other inappropriate websites is strictly prohibited.

Use of the voicemail, e-mail, computer systems, or internet to engage in communications against Company policy, such as unethical business practices, defamatory, obscene, offensive or harassing or otherwise inappropriate messages, is prohibited.

Telephones

The proper use of telephone etiquette reflects our commitment to a high standard of customer service. In addition defined telephone skills are essential to the efficient operation of the Company.

We have therefore established the following standards to be followed when using the telephone during business hours.

Business Calls

Incoming calls should be answered promptly and courteously. Employees should use the accepted form of greeting when answering phone calls. "Thank you for calling Auto Return. This is (name), how may I help you?"

Calls should be forwarded to the appropriate person as quickly as possible. If unavailable, a detailed message should be taken for a follow up phone call.

Callers should not be placed on hold for long periods of time. It is important to check with the caller periodically to assess if they want to continue to hold.

Telephone messages are to be returned in a timely manner.

Personal Calls

Personal calls are to be kept to a minimum so as not to interfere with business calls.

Personal phone calls should be made during break time, unless there are extenuating circumstances.

Personal cell phones should be set to vibrate or be turned off in operational areas (such as Customer Service/Dispatch, Storage Lots, and Admin offices).

Placing personal long distance phone calls that would result in charges to the company is strictly prohibited and could result in disciplinary action up to and including discharge.

Workplace Monitoring

Workplace monitoring may be conducted by AutoReturn to ensure quality control, employee safety, security, and customer satisfaction.

Employees who regularly communicate with customers may have their telephone conversations monitored or recorded. Telephone monitoring is used to identify and correct performance problems through targeted training. Improved job performance enhances our customers' image of AutoReturn as well as their satisfaction with our service.

Computers furnished to employees are the property of AutoReturn. As such, computer usage and files may be monitored or accessed.

Employees can request access to information gathered through workplace monitoring that may impact employment decisions. Access will be granted unless there is a legitimate business reason to protect confidentiality or an ongoing investigation.

Because AutoReturn is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

Personnel Records

In relation to your personnel file, it is your responsibility to keep personal information up-to-date. You should inform Human Resources immediately whenever you change your address, telephone number, marital status, number of dependents, and persons to notify in case of emergency.

Smoke Free Workplace

In order to maintain a safe and comfortable working environment, the Company prohibits smoking throughout its workplace with the exception of specially designated areas.

All smoking areas will be clearly designated with signs. You are permitted to smoke in these areas only during your meal and break periods. Employees smoking in any non-smoking area may be subject to disciplinary action up to and including discharge.

Substance Abuse

The Company is a drug free environment. Specifically, the Company is committed to having a workplace free from the improper use of narcotics and other controlled substances (commonly referred to as illegal drugs), the abuse of alcohol, and the misuse of legal or prescription drugs. Their sale, use, and abuse, when connected to the work environment threaten the safety, morale, and public image of both you and the Company. The following practices will be used to ensure a drug free environment:

1. No person will be hired who is an abuser, promoter, or seller of illegal drugs.
2. Use, presence in the body, sale, distribution or possession of illegal drugs by employees, while present on Company premises or during scheduled working hours, including break or meal periods, is strictly prohibited and is grounds for discharge.
3. An employee who is found to be involved in the sale, solicitation, or dealing of illegal drugs will be discharged.
4. An employee who is taking prescription medication or other legal drugs that might impair their physical or mental faculties should provide prompt notice of this fact to his/her supervisor. Employees should not report to work under the influence of any drug that creates an impairment or a safety risk.
5. The use or possession of alcoholic beverages on Company premises, except for authorized events, is also prohibited. Reporting to work or working under the influence of alcohol is cause for discharge.
6. Any current employee who recognizes their own need for counseling or medical assistance due to dependence upon drugs or alcohol may voluntarily contact their supervisor to receive confidential assistance in determining what options are available and ways in which the Company may support his/her recovery.

Separation of Employment

Should you decide to resign for any reason the Company requests, but does not require, that you provide as much notice as possible.

It is requested that you provide some notice prior to your departure. This notice will allow for a smooth transition of your duties and working relationships. This amount of time should be no more than 14 calendar days and no less than three days from time of notice given.

Prior to your departure, the Company may request that you meet with a Company representative to provide work-related feedback on the Company. This will allow the Company to continue to evaluate their policies and practices and to improve such policies and practices if possible.

Prior to your departure date, you will be required to return all Company documents, materials, and equipment. You will also be asked to turn in any outstanding expense reports, if applicable. No materials or documents should be copied or in any way duplicated and taken with you when you separate from employment.

References

All written or verbal requests for references regarding current or former employees must be referred to a member of management of the Company. Employees are prohibited from supplying any information in response to such requests unless you are specifically authorized to do so by a member of Company management.

It is the Company's policy to only furnish or verify an employee's name, dates of employment and job title. No other information regarding a current or former employee will be provided unless the individual first provides written authorization.

SECTION IV

Confidentiality and Protection of Proprietary Information

The protection of proprietary information and trade secrets is essential both for the Company and your future security. In the course of your work, you may have access to confidential information regarding the Company, its affiliates, suppliers, customers and perhaps even fellow employees. To protect such information, you may not disclose such information at work except as necessary to perform your duties. You must not under any circumstances reveal this information outside AutoReturn without prior Management approval. Such information can be used only to perform your job duties within AutoReturn.

Proprietary information includes, but is not limited to, the following examples:

- computer processes;
- computer programs and codes;
- customer lists;
- financial information;
- marketing strategies;
- new materials research;
- pending projects and proposals;
- proprietary production processes;
- research and development strategies; or
- technological data.

All employees are required to sign a Proprietary Information and Inventions Agreement as a condition of employment. That Agreement defines your obligations in greater detail. Any questions about your responsibilities in this area should be directed to Human Resources.

Records Statement of Ownership

All records created in the course of employment with AutoReturn belong to the Company. Certain contracts entered into by the Company may affect the ownership of some records. Similarly, all documents that come into the Company's possession belong to the Company. Administrative records of AutoReturn are exclusively the Company's property. The terms "records" and "documents" are used interchangeably and refer to both hard copy and electronic media. The issue of records ownership is tied closely to that of Company confidentiality, and it is expected that you will pay particular attention throughout the period of your employment to upholding Company requirements regarding confidentiality as discussed above.

No records created by or accessible to you in your role as employee of AutoReturn are to leave the Company, or to be taken, given, or shown to others, absent prior written permission of the Company's President and except where permitted by law.

Documents Obligating the Company

Only officers of the Company have the authority to legally bind the Company. Any document that purports to contractually bind the Company must be forwarded to an officer of the Company for review and signature.

Conflict of Interest Policy

You are expected to devote your best efforts and attention to the full-time performance of your job. You are expected to use good judgment, to adhere to high ethical standards and to avoid situations that create an actual or potential conflict between your personal interests and the interests of the Company. A conflict of interest exists when your loyalties or actions are divided between the Company's interests and those of another, such as a competitor, supplier, customer or other employer. Both the fact and the appearance of a conflict of interest should be avoided. If you are unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest you should discuss it with your immediate supervisor or Human Resources for clarification. Any exceptions to this guideline must be approved in writing by an officer of the Company. Nothing herein is intended to nor does lessen any actions permitted by law, including those under the National Labor Relations Act.

This guideline does not attempt to describe all possible conflicts of interest that could develop. Some of the more common conflicts from which you should refrain, however, include the following:

- ❖ Working for an actual or potential competitor, supplier, or customer of the Company;
- ❖ Engaging in self-employment in competition with the Company;
- ❖ Having a substantial direct or indirect financial interest in any competitor, customer or supplier;
- ❖ Accepting substantial gifts, entertainment, loans, compensation, concessions or benefits from an actual or potential competitor, supplier, or customer;
- ❖ Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the Company;
- ❖ Using proprietary or confidential Company information for personal gain or to the Company's detriment;
- ❖ Using employees, material, equipment or other assets of the Company for personal use;
- ❖ Buying and/or selling of commodities for the personal account of any employee who is accountable for using and selling of such commodities for the Company. Trading by other employees creates a risk of conflict in the performance of their job function and is subject to review by the Company Management.

If you or someone with whom you have a close relationship (a family member or a close companion) has a financial or employment relationship with an actual or potential competitor, customer, or supplier, you must disclose this fact in writing to the Human Resources Department. You should be aware that if you enter into a personal relationship with a subordinate employee or with an employee of an actual or potential competitor, supplier, or customer, a conflict of interest could exist that requires full disclosure to the Company.

You may engage in outside employment unless the work interferes directly and unreasonably or is perceived to interfere with the Company's interests. Failure to adhere to this guideline, including failure to disclose any conflicts or to seek an exception, will result in discipline, up to and including termination of employment.

Hiring of Relatives

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Relatives of persons currently employed by AutoReturn may be hired only if they will not be working directly for or supervising a relative or will not occupy a position in the same line of authority within the organization. This policy applies to any relative, higher or lower in the organization, who has the authority to review employment decisions. AutoReturn employees cannot be transferred into such a reporting relationship. If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred. If that decision is not made within thirty (30) calendar days, management will decide.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment.

Employment of persons who have relatives working in Payroll or Human Resources is prohibited.

If an applicant is under consideration for an opening in an organization where a relative is presently assigned, written approval of a Company officer and Human Resources is required before an offer of employment may be extended.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. In addition, domestic partner relationships are also considered relatives for the purpose of this section.

Customer Relations

A primary objective of AutoReturn is effective and efficient customer service. AutoReturn is committed to fulfilling all product and service promises to all customers on time, every time. We count on all employees to support this commitment by preventing errors and doing things right the first time.

Customer satisfaction results when there is a good fit between what customers expect and the services employees actually deliver. AutoReturn's customer service guidelines include:

- ❖ Responsiveness – demonstrating the willingness to help and providing prompt, knowledgeable service;
- ❖ Assurance – being courteous and honest in order to inspire trust;
- ❖ Empathy – showing that you value each of our customers, and treating each one with dignity, courtesy, and respect; and
- ❖ Tangible evidence of a commitment to service – projecting a positive, professional image on the telephone, in written and face-to-face communication, in dress, and in maintenance of the workplace and its equipment.

Customer satisfaction includes on-the-spot correction of legitimate customer problems. Prompt, courteous, and accurate responses to customer inquiries, compliments, and complaints are vital to good customer relations.

As a representative of AutoReturn, you should conduct yourself in a professional and ethical manner at all times, particularly in front of the customer.

SECTION V

Employee Vehicle Purchase

Employees are not permitted to purchase, trade, or otherwise receive ownership of vehicles that are in AutoReturn possession. Vehicle parts (attached or not) and contents are not for sale and cannot be removed unless otherwise specified by Company policy such as securing of customer property (with property release) or removal of property prior to Lien sale/auction.

Employees may purchase vehicles at auction, provided they are not currently on duty and are not in AutoReturn-labeled clothing or hats. Employees are limited to two (2) vehicle purchases per calendar year.

Employee Vehicle Release

Employees will be allotted one vehicle release paid for by the Company, one time during the lifetime of the Towing, Storage, and Disposal contract with the City and County of San Francisco. The vehicle release will include towing and storage fees within reason and the covered amount will be contingent upon management approval. Employees under probation or suspension are not eligible.

SFPD and DPT Vouchers/Waivers

AutoReturn staff should not petition for waivers/vouchers on the behalf of any customer or themselves and all waiver decisions are to be made by authorized staff within the DPT and/or SFPD.

Gifts, Gratuities and Business Courtesies

AutoReturn is committed to operating and competing solely on the merit of our products and services. We should avoid any actions that create a perception that favorable treatment of outside entities by AutoReturn was sought, received or given in exchange for personal business courtesies. Business courtesies include gifts, gratuities, meals, refreshments, entertainment or other benefits from persons or companies with whom AutoReturn does or may do business. We will neither give nor accept business courtesies that constitute, or could reasonably be perceived as constituting, unfair business inducements that would violate law, regulation or policies of AutoReturn or customers, or would cause embarrassment or reflect negatively on AutoReturn's reputation.

Accepting Business Courtesies

Most business courtesies offered to us in the course of our employment are offered because of our positions at AutoReturn. We should not feel any entitlement to accept and keep a business courtesy. Although we may not use our position at AutoReturn to obtain business courtesies, and we must never ask for them, we may accept unsolicited business courtesies that promote successful working relationships and good will with the firms that AutoReturn maintains or may establish a business relationship with.

Employees who award contracts or who can influence the allocation of business, who create specifications that result in the placement of business or who participate in negotiation of contracts must be particularly careful to avoid actions that create the appearance of favoritism or that may adversely affect the company's reputation for impartiality and fair dealing. The prudent course is to refuse a courtesy from a supplier when AutoReturn is involved in choosing or reconfirming a supplier or under circumstances that would create an impression that offering courtesies is the way to obtain AutoReturn business.

Meals, Refreshments and Entertainment

We may accept occasional meals, refreshments, entertainment and similar business courtesies that are shared with the person who has offered to pay for the meal or entertainment, provided that:

- They are not inappropriately lavish or excessive.
- The courtesies are not frequent and do not reflect a pattern of frequent acceptance of courtesies from the same person or entity.
- The courtesy does not create the appearance of an attempt to influence business decisions, such as accepting courtesies or entertainment from a supplier whose contract is expiring in the near future.
- The employee accepting the business courtesy would not feel uncomfortable discussing the courtesy with his or her manager or co-worker or having the courtesies known by the public.

Gifts

Employees may accept unsolicited gifts, other than money, that conform to the reasonable ethical practices of the marketplace, including:

- Flowers, fruit baskets and other modest presents that commemorate a special occasion.
- Gifts of nominal value, such as calendars, pens, mugs, caps and t-shirts (or other novelty, advertising or promotional items).

Employees may not accept compensation, honoraria or money of any amount from entities with whom AutoReturn does or may do business. Tangible gifts (including tickets to a sporting or entertainment event) that have a market value greater than \$100 may not be accepted unless approval is obtained from management.

Any edible gifts should be placed in a common area/lunch room to enable all employees of your office to share in the gift with certain amounts to be held for later shifts, if applicable.

Any gifts marked with a name on it should be maintained by that individual.

Other items should be put in a central location and all employees' names will be drawn in a raffle style on the last day before the Christmas holiday and the gifts in this central location will be distributed.

Employees with questions about accepting business courtesies should talk to their managers or the HR department.

Employee Dating Policy

AutoReturn strongly believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business. Although this policy does not prevent the development of friendships or romantic relationships between coworkers, it does establish very clear boundaries as to how relationships will progress during working hours and within the working environment. Individuals in supervisory relationships or other influential roles are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information and their ability to influence others.

Policy:

1. During working time and in working areas employees are expected to keep personal exchanges limited so that others are not distracted or offended by such exchanges and so that productivity is maintained.

2. During non-working time, such as lunches, breaks and before and after work periods, employees are not precluded from having appropriate personal conversations in non-work areas as long as their conversations and behaviors could in no way be perceived as offensive or uncomfortable to a reasonable person.
3. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on company premises, whether during working hours or not.
4. Employees who allow personal relationships with coworkers to affect the working environment will be subject to the appropriate provisions of the company disciplinary policy which may include counseling for minor problem. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.
5. Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates.
6. Supervisors, managers, executives or anyone else in sensitive or influential positions must disclose the existence of any relationship with another coworker that has progressed beyond a platonic friendship. Disclosure may be made to the immediate supervisor or to HR. This disclosure will enable the organization to determine whether any conflict of interest exists because of the relative positions of the individuals involved.
7. Where problems or potential risks are identified the organization will work with the parties involved to consider options for resolving the conflict. The initial solution will be to make sure that the parties involved no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions, financial transactions, etc. are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage.
8. In some cases more extreme measures may be necessary such as transfer to other positions or departments. The individual with the more senior position will be considered for transfer first to avoid any perception of retaliation against the less senior person.
9. Refusal of reasonable alternative positions, if available, will be deemed a voluntary resignation.
10. Continued failure to work with the organization to resolve such a situation in a mutually agreeable fashion may ultimately be deemed insubordination and therefore serve as cause for immediate termination. The organization's disciplinary policy will be consulted to ensure consistency, however, before any such extreme measures are undertaken.
11. The provisions of this policy apply regardless of the sexual orientations of the parties involved.
12. Where doubts exist as to the specific meaning of the terms used above, employees should make judgments on the basis of the overall spirit and intent of this policy.
13. Any employee who feels they have been disadvantaged as a result of this policy, or who believes this policy is not being adhered to, should make their feelings known to the Human Resources Manager or other designated individual.

Office Standards

Radio/Television Usage

In order to provide a noise-reduced workplace, AutoReturn does not permit the use of televisions in work areas. Radios and personal music devices may be used in work and break areas, provided they are kept at a low volume and they do not disturb working employees. Listening to music with lyrics that violates the company's sexual harassment policy is strictly prohibited. Televisions in the break areas are not permitted unless approved by the Manager of that respective break area. Viewing video footage that violates the company's sexual harassment policy is strictly prohibited.

Cleanliness

AutoReturn takes pride in providing a healthy, clean working environment. Please be conscientious when using communal facilities, such as shared workspaces, kitchens, break areas, and bathrooms. You are responsible for cleaning up any areas you use for both work and personal use.

If you use a shared workspace, you are required to clean and straighten the area at the end of your shift. Trash, food, and personal items should not be left in work areas.

Cell Phones/Pagers

AutoReturn may issue you a company cell phone and/or pager. These are to be used for business purposes only. Personal cell phones and pagers are not permitted in work areas. You may use them during breaks only. The main AutoReturn phone number should be used to reach you in the event of an emergency.

Food and Drink

Food and drink are permitted in break areas and office areas out of customer sight only. Food, drink, and chewing gum are not permitted in the customer service window and phone desk areas.

Recycling

AutoReturn supports environmental awareness by encouraging recycling and waste management in its business practices and operating procedures. This support includes a commitment to the purchase, use, and disposal of products and materials in a manner that will best utilize natural resources and minimize any negative impact on the earth's environment.

Special recycling receptacles have been set up to promote the separation and collection of the following recyclable materials at AutoReturn:

- Computer paper;
- White high grade or bond paper;
- Ledger paper;
- Newspaper;

- Corrugated cardboard;
- Aluminum; and
- Glass.

The simple act of placing a piece of paper, can, or bottle in a recycling container is the first step in reducing demand on the earth's limited resources. Success of this program depends on active participation by all of us. Employees are encouraged to make a commitment to recycle and be a part of this solution.

AutoReturn encourages reducing and, when possible, eliminating the use of disposable products. Source reduction decreases the consumption of valuable resources through such workplace practices as:

Communication through computer networks with e-mail;

- Two-sided photocopying;
- Eliminating fax cover sheets;
- Reusing paper clips, folders, and binders; and
- Turning off lights when not in use.

Whenever possible, employees of AutoReturn are encouraged to purchase products for the workplace that contain recycled or easily recyclable materials. Buying recycled products supports recycling and increases the markets for recyclable materials.

By recycling, AutoReturn is helping to solve trash disposal and control problems facing all of us today. If you have any questions or new ideas and suggestions for the recycling program contact the Office Manager.

Company Equipment and Inspection Policy

The Company provides desks, cabinets, lockers, computers, telephones, pagers, computer memory, office supplies, and office equipment for your use at the Company's expense. This equipment and other furniture remain the Company's sole property. It is your responsibility to treat this equipment in a professional manner and to return it to the Company upon request or when no longer needed for your duties.

Please notify your supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others.

Prohibited materials, including weapons, dangerous materials, alcohol and non-prescribed drugs or medications may not be stored on Company premises. Perishable items should also not be in desks, or left for prolonged periods. The Company is not responsible for any personal articles that are lost, stolen or destroyed while on Company premises.

Although lockers, desks, computers and other furniture are made available for your convenience while at work, you should remember that all Company furniture, computers and computer memory remain the sole property of the Company. This includes all computers (including all memory, whether or not password protected) and other data-retrieval equipment. Anyone who wishes to use a computer password or a lock not issued by the Company may only do so upon written request accompanied by an explanation as to why the personal password or lock is needed. Permission must be obtained in writing.

The Company reserves the right to open and inspect desks, cabinets, computers, other furniture and office equipment as well as the contents, effects or articles they contain. Such an inspection can occur at any time,

with or without advance notice or consent. The inspection can be conducted during, before, or after working hours without your presence and can be completed by any supervisor, manager or security personnel designated by the Company. If any illegal substances are found, such as illegal drugs or firearms, the company reserves the right to contact the authorities. Anyone who fails to cooperate in any inspection will be subjected to disciplinary action, up to and including termination.

RECEIPT/ACKNOWLEDGMENT

I have received a copy of the Employee Handbook and have read or had it read to me. If I have any questions regarding this handbook, I understand that it is my responsibility to ask my supervisor or other member of management about them. I recognize it is my responsibility to review the policies, practices, standards, and rules it contains, and I agree to comply with them during my employment.

I understand the information in this handbook is intended to acquaint employees with general policies, principles, standards, and procedures, and does not represent a contractual commitment by AutoReturn ("the Company") concerning terms of employment or other matters. The Company is free to act according to the best business judgment of management and to change, interpret, withdraw, or add to the policies, procedures, and standards described in this handbook at any time without prior notice, consideration, or approval by an employee. I further understand that this handbook is not a contract between the Company and me, nor is it a guarantee of any specific policies, procedures, standards, rules, or length of employment. I understand that my employment is considered "employment at-will" unless I may have otherwise entered into a contractual agreement with the Company.

Date

Employee Signature

Employee Name Printed

To Supervisor: After receiving this signed page, forward to Human Resources for filing in Personnel Records.

APPENDIX R: MBE-WBE SUPPORTING DOCUMENTS

This Appendix contains the D-1 and each of the C-1 supporting documents for the participating MBE-WBE certified subcontractors.

AutoReturn will meet the current MBE participation goal of 25% and the current WBE participation goal of 5% of the total contract value. The participating MBE-WBE companies are listed in the table below.

For towing and related services (commodity code's 96297 and 98890), AutoReturn has completed C-1 documents for 100% of the certified MBE-WBE companies for the City of Chicago as of March 27, 2009 (based on vendor search queries on the City MBE-WBE website and a phone call to confirm the MBE-WBE companies with the Department of Procurement Services).

MBE Participating Subcontractors

Name	Business Address	Relationship
Petromex (MBE - fuels, petroleum products), Contact: Phil Estrada (708) 597-6201	14702 South Hamlin Midlothian, IL 60445	MBE Subcontractor
We're Cleaning Inc., D/b/a Gold Star Security Yvonne McGinnis 312-949-9660	4505 So. Indiana Ave. Chicago, IL 60653	MBE Subcontractor
Higinio Towing and Transportation (MBE Towing Company) Jose Sandoval 708-259-7787	3246 S. 50 th Ave. Cicero, IL 60804	MBE Subcontractor

WBE Participating Companies

Name	Business Address	Relationship
XL Towing and Storage, Inc. (WBE Towing Company) Sherry DiVito 773-434-9731	3656 West Columbus Ave. Chicago, IL 60652	WBE Subcontractor

SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

Specification No. 71969: Auto
Pound Management, Boot Release
and Tow, and Related Towing

Project Name: Services

State of California

County (City) of San Francisco

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

TEGSCO, LLC ("AutoReturn")

Name of Prime Consultant/Contractor

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

- I. MBE or WBE Prime Consultant/Contractor. If prime consultant is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the prime consultant as a MBE satisfies the MBE goal only. Certification of the prime consultant as a WBE satisfies the WBE goal only.)
- II. MBEs and WBEs as Joint Venturers. If prime consultant is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.
- III. MBE/WBE Subconsultants. Complete for each MBE/WBE subconsultant/subcontractor/supplier.

1. Name of MBE/WBE: We're Cleaning, Inc. d/b/a Gold Star Security

Address: 2628 S. Wabash Ave, 2nd Floor, Chicago, IL 60605

Contact Person: Yvonne McGinnis

Phone: 312-949-9960

Dollar Amount of Participation \$ 600,000

Percent Amount of Participation: 6.4 %

2. Name of MBE/WBE: Petromex, Inc.

Address: 14702 S. Hamlin Avenue, Midlothian, IL 60445

Contact Person: Felipe Estrada

Phone: 708-597-6201

Dollar Amount of Participation \$ 1,414,000

Percent Amount of Participation: 15.1 %

3. Name of MBE/WBE: Higinio Towing and Transportation

Address: 3246 S. 50th Avenue, Cicero, IL 60804

Contact Person: Olivia Sandoval

Phone: 708-259-7979

SCHEDULE D-1

Dollar Amount of Participation \$ 326,000

Percent Amount of Participation: 3.5 %

4. Name of MBE/WBE: XL Towing and Storage Inc.

Address: 3656 W. Columbus Avenue, Chicago, IL 60652

Contact Person: Sherry Divito Phone: 773-434-9731

Dollar Amount of Participation \$ 468,000

Percent Amount of Participation: 5.0 %

5. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

6. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

7. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

8. Attach additional sheets as needed.

SCHEDULE D-1

IV. Summary of MBE Proposal:

MBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
<u>Gold Star Security</u>	\$ <u>600,000</u>	<u>6.4</u> %
<u>Petromex, Inc.</u>	\$ <u>1,414,000</u>	<u>15.1</u> %
<u>Higinio Towing and Transportation</u>	\$ <u>326,000</u>	<u>3.5</u> %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total MBE Participation:	\$ <u>2,340,000</u>	<u>25.0</u> %

V. Summary of WBE Proposal:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
<u>XL Towing and Storage, Inc.</u>	\$ <u>468,000</u>	<u>5.0</u> %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total WBE Participation:	\$ <u>468,000</u>	<u>5.0</u> %

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name John B. Wicker Phone Number: 415-575-2340

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Signature of Affiant (Date)

State of CALIFORNIA
County of San Francisco

This instrument was acknowledged before me on 4/22/09 (date)
by John B. Wicker (name /s of person/s)
as _____ (type of authority, e.g., officer, trustee, etc.)
of _____ (name of party on behalf of whom instrument
was executed).

(Seal)

[Signature]
Signature of Notary Public

*See attached notary form
for California*





CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On 4/22/09

Date

before me,

Deborah Keresztury Notary Public

Here Insert Name and Title of the Officer

personally appeared John B. Wicker

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Deborah Keresztury

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



SCHEDULE C-1
Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Auto Pound Mgmt... Towing Services
Specification Number: 71969

From: Petromex Inc. / Quimex Inc.
(Name of MBE/WBE Firm)

MBE: Yes ☒ No ☐
WBE: Yes ☐ No ☐

To: AutoReturn and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

☐ Sole Proprietor ☒ Corporation
☐ Partnership ☐ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 8/7/2008 to 7/2012 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Supply gasoline

The above described performance is offered for the following price and described terms of payment:

Estimated dollar participation of \$1,414,000.00; equal to 15.1% of the estimated
contract value. 15.1%

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Felipe J. Estiada
(Signature of Owner or Authorized Agent)

Felipe J. ESTIADA Pres.
Name/Title (Print)

3-27-09
Date

708-489-1733
Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602

(312) 744-4900

(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

August 7, 2008

Felipe (Phil) Estrada, President
Quimex, Inc.
14702 S. Hamlin Avenue
Midlothian, IL 60445

Annual Certificate Expires:
Vendor Number:

July 1, 2009
705981

Dear Mr. Estrada:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **July 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **July 1, 2009**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

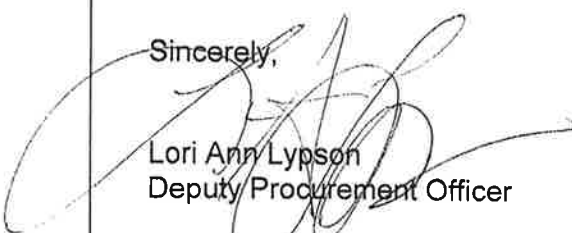
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Supplier and Distributor of Chemicals, Lubricants and Gasoline

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

LAL/ymj

IL UCP HOST: CITY OF CHICAGO



SCHEDULE C-1
Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Auto Pound Mgmt... Towing Services
Specification Number: 71969

From: We're Cleaning, Inc. dba Gold Star Security MBE: Yes ☒ No ☐
(Name of MBE/WBE Firm) WBE: Yes ☐ No ☐

To: AutoReturn and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

☐ Sole Proprietor ☒ Corporation
☐ Partnership ☐ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 3/1/2009 to 4/2012 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Security services

The above described performance is offered for the following price and described terms of payment:

Estimated dollar participation of \$600,000.00; equal to 6.4% of the
estimated contract value.

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.


(Signature of Owner or Authorized Agent)
XUANNE MCGINNIS
Name/Title (Print)
4-1-9
Date
312 949-9960
Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

March 1, 2009

Yvonne McGinnis
We're Cleaning Inc D/b/a Gold Star Security
2628 S. Wabash Avenue 2nd Floor
Chicago, IL 60605

Annual Affidavit Certificate Expires: April 1, 2010
Vendor Number: 1008737

Dear Ms. McGinnis:

Congratulations on your continued eligibility for certification as a **MBE/WBE** by the City of Chicago. This **MBE/WBE** certification is valid until **April 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **April 1, 2010**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Post Construction Clean-Up; Building Maintenance; Janitorial Services; Private Security Contractor

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE/WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/bc

Revised date

IL UCP HOST: City of Chicago



SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Auto Pound Mgmt... Towing Services
Specification Number: 71969

From: Higinio Towing, Inc.
(Name of MBE/WBE Firm)

MBE: Yes ☒ No ☐
WBE: Yes ☐ No ☐

To: AutoReturn and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

☐ Sole Proprietor ☒ Corporation
☐ Partnership ☐ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 3/12/2009 to 5/1/2009 for a period of five years.

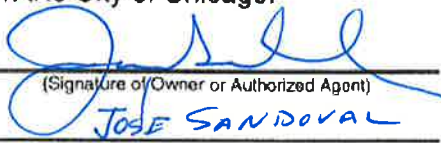
The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:
Towing Services

The above described performance is offered for the following price and described terms of payment:

Estimated dollar participation of \$326,000.00; Equal to 3.5% of the
estimated contract value.

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.


(Signature of Owner or Authorized Agent)
JOSE SANDOVAL
Name/Title (Print)
3/31/09
Date
(708) 259-7787
Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

March 12, 2009

Olivia Sandoval, Owner
Higinio Towing, Inc.
3246 South 50th Avenue
Cicero, Illinois 60804

Ms. Sandoval:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **MBE** certification **until May 1, 2009**.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **MBE** in the following specialty area(s):

Towing Services

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/cc



SCHEDULE C-1
Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Auto Pound Mgmt... Towing Services
Specification Number: 71969

From: XL Towing & Storage, Inc.
(Name of MBE/WBE Firm)

MBE: Yes No
WBE: Yes ✓ No

To: AutoReturn and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

 Sole Proprietor X Corporation
 Partnership Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 8/29/2008 to 8/2012 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Towing Services

The above described performance is offered for the following price and described terms of payment:

Estimated dollar participation of \$468,000.00; equal to 5% of the
estimated contract value.

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.


(Signature of Owner or Authorized Agent)
SHERY DiVITO - PRESIDENT
Name/Title (Print)
3/27/09
Date
773/434-9731
Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

August 29, 2008

Sherry Divito
XL Towing & Storage, Inc.
3656 West Columbus Avenue
Chicago, Illinois 60652

Annual Certificate Expires:
Vendor Number:

August 1, 2009
50557030

Dear Ms. Divito:

Congratulations on your continued eligibility for certification as a **WBE** by the City of Chicago. This **WBE** certification is valid until **August 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **August 1, 2009**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

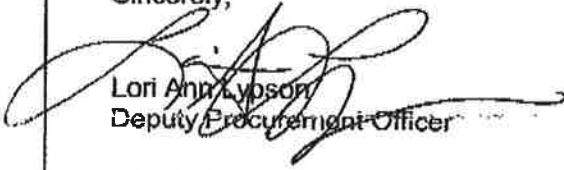
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Automobile Towing and Storage Services; Roadside Assistance

Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lyson
Deputy Procurement Officer

LAL/mck



APPENDIX S: BUSINESS LICENSES

This appendix provides copies of all relevant documentation and permits to perform the services as described in the RFP, including evidence that the AutoReturn is authorized by the Secretary of State to do business in the State of Illinois and the licenses under Chapter 5 of the Illinois Vehicle Code. AutoReturn or AutoReturn's vehicle recycler designee (Pick-n-Pull Auto Dismantlers Chicago, LLC) will purchase unclaimed vehicles from the City subject to the amounts documented within **Appendix T: Fee Schedule**. This appendix provides the following:

- Certificate to transact business for AutoReturn
- Business License for wholesale and retail motor vehicle/scrap yard for PicknPull
- Automotive parts recycler license for PicknPull
- Used motor vehicle license for PicknPull



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

MARCH 25, 2009

0278574-9

BUSINESS FILINGS INC.
600 S SECOND STREET, STE 103
SPRINGFIELD, IL 62704-0000

RE TEGSCO, LLC

DEAR SIR OR MADAM:

IT IS OUR PLEASURE TO APPROVE YOUR REQUEST TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS. ENCLOSED PLEASE FIND AN APPROVED APPLICATION OF ADMISSION.

THE LIMITED LIABILITY COMPANY MUST FILE AN ANNUAL REPORT PRIOR TO THE FIRST DAY OF ITS ANNIVERSARY MONTH (MONTH OF QUALIFICATION) NEXT YEAR. A PRE-PRINTED ANNUAL REPORT FORM WILL BE SENT TO THE REGISTERED AGENT AT THE ADDRESS SHOWN ON THE RECORDS OF THIS OFFICE APPROXIMATELY 60 DAYS PRIOR TO ITS ANNIVERSARY MONTH.

MANY SERVICES ARE NOW AVAILABLE ON-LINE AT WWW.CYBERDRIVEILLINOIS.COM. AMONG OTHER SERVICES AT THIS SITE, YOU MAY CHECK THE STATUS OF THIS COMPANY, PURCHASE A CERTIFICATE OF GOOD STANDING, OR EVEN FILE THE ANNUAL REPORT REFERRED TO IN THE PREVIOUS PARAGRAPH.

SINCERELY YOURS

A handwritten signature in cursive script that reads "Jesse White".

JESSE WHITE
SECRETARY OF STATE

DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY COMPANY DIVISION
TELEPHONE (217)524-8008

JW:LLC

Form **LLC-45.5**
November 2008
Secretary of State Jesse White
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com
Payment must be made by certified
check, cashier's check, Illinois attorney's
check, Illinois C.P.A.'s check or money
order payable to Secretary of State.

Illinois
Limited Liability Company Act
Application for Admission
to Transact Business

SUBMIT IN DUPLICATE
Must be typewritten.

This space for use by Secretary of State.

Filing Fee: \$500

Penalty: \$

Approved: 113

FILE # 0278574-9
This space for use by Secretary of State.

FILED

MAR 25 2009

JESSE WHITE
SECRETARY OF STATE

1. Limited Liability Company Name: Tegsco, LLC
Must comply with Section 1-10 of ILCA or Item 2 below also applies.
2. Assumed Name: _____
By electing this Assumed Name, the Limited Liability Company hereby agrees not to use its Company Name in the transaction of business in Illinois. Form LLO-120 is attached.
3. Jurisdiction of Organization: California
4. Date of Organization: May 9, 2002
5. Period of Duration: Perpetual
6. Address, including County, of the Office required to be maintained in the jurisdiction of its organization or, if not required, of the Principal Place of Business: (P.O. Box alone or c/o is unacceptable.)

945	Bryant Street	Suite 350
Number	Street	Suite #
San Francisco, CA	94103	San Francisco
City/State	ZIP Code	County
7. Registered Agent: Business Filings Incorporated

First Name	Middle Name	Last Name
Registered Office: 600	South Second Street	103
(P.O. Box alone or c/o is unacceptable.)	Street	Suite #
Springfield	Sangamon	Illinois
City	County	ZIP Code
8. If applicable, Date on which Company first conducted business in Illinois: _____

(continued on back)

LLC-45.5

9. Purpose(s) for which the Company is Organized and Proposes to Conduct Business in Illinois: (Include Business Code # from IRS Form 1085.)

Processing of towed vehicles

10. The Limited Liability Company: (check one)

☒ is managed by a manager or managers (List names and business addresses.)

John Wicker (Managing Member)- 945 Bryant Street, Suite 350, San Francisco, CA 94103

☐ has management vested in the member or members (List names and addresses.)

11. The Illinois Secretary of State is hereby appointed the agent of the Limited Liability Company for service of process under the circumstances set forth in subsection (b) of Section 1-50 of the Illinois Limited Liability Company Act.
12. This application is accompanied by a Certificate of Good Standing or Existence, as well as a copy of the Articles of Organization, as amended, duly authenticated within the last 60 days, by the officer of the state or country wherein the LLC is formed.
13. If the period of duration is a date certain and is not stated in the Articles of Organization from the domestic state, a copy of that page from the Operating Agreement stating the date also must be submitted.
14. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this application for admission to transact business is to the best of my knowledge and belief, true, correct and complete.

Dated

March 9, 2008
John Wicker
Signature (Must comply with Section 5-45 of ILLCA.)

John Wicker, Manager

Name and Title (type or print)

If applicant is a Company or other Entity, state Name of Company and indicate whether it is a member or manager of the LLC. Please refer to Sections 178.20 of the Administrative Rules.

Apr. 28. 2008 4:01PM

No. 8969 P. 2

P.F. PETERSON & CO. (800) 733-0022

GENERAL LICENSE 1000



LICENSE

** RENEWAL **

No. 76

\$ 1,050.00

One Thousand Fifty And 00/100

In Consideration of _____ Dollars

By Authority of the
VILLAGE OF SUMMIT

PICK-N-PULL

License is Hereby Granted to

TO OPERATE A WHOLESALE & RETAIL MOTOR VEHICLES/SCRAP YARD 7800 W. 61ST PL. SU

To

ONE YEAR

For Term of

Commencing This 1 day of June 2008

and Ending on the 31 day of May 2009

in said VILLAGE, subject to the Ordinances of said VILLAGE (year)

made and provided.

WITNESS the hand of the PRESIDENT of said VILLAGE OF SUMMIT

and the corporate seal thereof, this 18 day of March 2008 (year)

Attest:

REGISTRATION FOR AUTHORITY TO DEAL IN VEHICLES

UDL13103 DEALER

DRS 9700038347

Jesse White
Secretary of State
State of Illinois

VOID AFTER DECEMBER 31, 2009

CORPORATION

NUAN, THOMAS,

PICK-N-PULL AUTO DISMANTLER CHICA
GO INC
7800 W 61ST PLACE
SUMMIT, IL 60501Type of Vehicles Dealt in AUTOMOTIVE PARTS RECYCLERPrincipal Place of Business 7800 W 61ST PLACE SUMMIT, IL 60501Supplemental Certificate Numbers UDL13103 001-001

Now, therefore, I, Jesse White, Secretary of State of the State of Illinois, do hereby license the aforementioned business, as provided under the Illinois Vehicle Code, at the above address or addresses until the 31st day of December, 2009 unless this license is revoked before the date as provided.

WITNESS MY HAND AND SEAL OF THE STATE OF ILLINOIS, THIS 5TH DAY OF MARCH 2009

01 OF 01

Jesse White
Secretary of State

Printed by authority of the State of Illinois, RT DS 20.5 — July 2007 — VS-08-202 — 24M

REGISTRATION FOR AUTHORITY TO DEAL IN VEHICLES

DL3095

DEALER

Jesse White
Secretary of State
State of Illinois

VOID AFTER DECEMBER 31, 2009

DRS 9700038346

OTHER

MILLIGAN, TIMOTHY,
HUAN, THOMAS,

PICK-N-PULL AUTO DISMANTLERS CHIC
AGO INC
7800 W 61ST PLACE
SUMMIT, IL 60501

Type of Vehicles Dealt in USED MOTOR VEHICLESPrincipal Place of Business 7800 W 61ST PLACE SUMMIT, IL 60501Supplemental Certificate Numbers DL3095 001-001

Now, therefore, I, Jesse White, Secretary of State of the State of Illinois, do hereby license the aforementioned business, as provided under the Illinois Vehicle Code, at the above address or addresses until the 31st day of December, 2009 unless this license is revoked before the date as provided.

WITNESS MY HAND AND SEAL OF THE STATE OF ILLINOIS, THIS 23RD DAY OF OCTOBER, 2008

01 OF 01

Jesse White
Secretary of State

Printed by authority of the State of Illinois, RT DS 20.6 — July 2007 — VS-08-202 — 24M

APPENDIX T: FEE SCHEDULE

The attached Fee Schedule is accompanied by an attachment that provides additional details on a proposed plan to return funds to the City in the form of a profit share. This plan provides the City with upside potential and a way to maximize the budgetary impact of these services to the City of Chicago. This information supplements the data that has been provided in a format consistent with what was released with the RFP.

**EXHIBIT 2
FEE PROPOSAL**

Fee Proposal for Department of Streets and Sanitation

Fee proposals must be based upon the estimates provided in Exhibit 1, Section III "Volume of Tows and Unclaimed Vehicles".

Auto Pound #3S and #3N

Abandoned Tows:

The Contractor will pay the City of Chicago fifteen* dollars (\$15.00*) for each Vehicle impounded as an Abandoned Tow. The Contractor will not charge the City for the cost of towing Abandoned Tows. Additionally, the Contractor will absorb the costs of administering Auto Pounds #3S and #3N. The City will transfer all unclaimed Vehicles valued as scrap from Pound #3S and #3N to the Contractor without charge.

In the event that a Vehicle towed as an Abandoned Tow is redeemed or transferred from the pound to the City, the Contractor will be entitled to a credit of twenty-five* dollars (\$ 25.00*) for each Vehicle redeemed or transferred from the pound to the City against any monies it owes the City for the Vehicle impounded.

"ALTERNATE PROPOSAL:

The Contractor must provide a cost proposal as shown above. In addition, the Contractor may submit an alternate compensation scheme for Abandoned Tows. Any cost proposal and/or alternate compensation scheme submitted by the Contractor must be accompanied by the following: (a) Contractor's best estimate for the total contract cost for the entire initial base contract term, based on its proposed pricing; (b) adequate supporting documentation to ensure that the proposed pricing is clear; (c) a description of the scope, limitations, and qualifications of the pricing proposal, so as to allow the Evaluation Committee to adequately identify and analyze the Contractor's costing methods; and (d) a detailed explanation of any assumptions, ground rules, methodology or substantiating data used to derive budgetary estimates for the contract term, any discount factor, or any other component of the Contractor's pricing proposal. The burden of adequately documenting the foregoing items is on the Contractor, and any pricing proposal that is not adequately explained or substantiated may be considered non-responsive to this RFP."

* - See Note 1 on the attached page for additional details.

Auto Pounds #1, #4, #2 and #6 or other Facilities as directed by the Commissioner

Immediate Tows: The Contractor will tow all Vehicles weighing 8,000 lbs or less at the rate of eighty* dollars (\$80.00*) per vehicle.

The Contractor will tow all Vehicles weighing greater than 8,000 lbs at the rate of one hundred fifteen* dollars (\$115.00*) per vehicle.

Administrative Costs for Auto Pounds #2 and #6:

The Contractor will additionally charge the City twenty-two* dollars (\$22.00*) per Vehicle inventoried by the Contractor to offset administration costs associated with the Auto Pounds in accordance with the requirements set forth in this proposal.

Special Tows: The Contractor will tow vehicles from beyond the Corporate City Limits to the designated Pound at the rate of five* dollars (\$5.00*) per mile.

A. Unclaimed Vehicles

1. The Contractor will pay the City for unclaimed Vehicles valued as scrap at Auto Pounds #2 and #6 that are transferred to the Contractor by the City in accordance with 625 ILCS5/4-200 *et. seq.* The price paid to the City for unclaimed Vehicles will be zero* dollars (\$0.00*) per Vehicle. The price paid to the City for unclaimed Heavy duty Vehicles will be zero* dollars (\$0.00*) per Heavy Duty Vehicle.
2. The Contractor will pay the City for unclaimed Vehicles valued as scrap at Auto Pounds #2 and #6 that are transferred to the Contractor by the City in accordance with 625 ILCS5/4-200 *et. seq.* The Contractor will pay the City 42*% of the price per ton as posted by Iron Age. The price for the month will be set by the first monthly internet posting made by Iron Age for the Chicago Region Ferrous Shredded Scrap. Each unclaimed vehicle transferred will be considered 1.4* tons. Contractor agrees each unclaimed Heavy Duty Vehicle transferred to them will be considered 1.4* tons.

"ALTERNATE PROPOSAL: The Contractor must provide a cost proposal as shown above. In addition, the Contractor may submit an alternate compensation scheme for Unclaimed Vehicles.

Any cost proposal and/or alternate compensation scheme submitted by the Contractor must be accompanied by the following: (a) Contractor's best estimate for the total contract cost for the entire initial base contract term, based on its proposed pricing; (b) adequate supporting documentation to ensure that the proposed pricing is clear; (c) a description of the scope, limitations, and qualifications of the pricing proposal, so as to allow the Evaluation Committee to adequately identify and analyze the Contractor's costing methods; and (d) a detailed explanation of any assumptions, ground rules, methodology or substantiating data used to derive budgetary estimates for the contract term, any discount factor, or any other component of the Contractor's pricing proposal. The burden of adequately documenting the foregoing items is on the Contractor, and any pricing proposal that is not adequately explained or substantiated may be considered non-responsive to this RFP."

Relocation Tows:

The City will pay the Contractor eighty* dollars (\$ 80.00*) per truck hour for the first 8 hours.

The City will pay the Contractor one hundred twenty* dollars (\$ 120.00*) per hour for each hour, or fraction thereof, in excess of the first 8 hours.

**COMPENSATION SCHEDULE FOR DEPARTMENT OF REVENUE BOOT-RELEASE-
AND-TOW**

The Department of Revenue wishes to have one bid line that incorporates all costs (administrative, vehicles, personnel, insurance, communications, etc.) associated with Boot-Release-and-Tow requirements.

Cost should be (xx \$'s) per each Boot-Release-and-Tow: \$30*

* - See Note 1 on the attached page for additional details.



Explanatory Note to Fee Schedule

This explanatory note is an supplement to AutoReturn's Fee Schedule and provides terms and conditions that the Company believes are best described in the form of a detailed explanatory note to accompany the requested fee schedule from the RFP.

Note 1: The Company has provided the amounts listed in the attached Fee Schedule as base amounts for the first year ("Base Fees") of the contract to be paid either 1) by the Company to the City or 2) from the City to the Company. The Company proposes to subject these Base Fees to a percentage increase commencing on each anniversary date (the "Anniversary Date") of the effective date of the Contract ("Effective Date"). The Base Fees would be adjusted on the first Anniversary Date and on that same date in each succeeding year in direct proportion to the percentage increase in the consumer price index for All Urban Consumers for Chicago-Gary-Kenosha, IL-IN-WI (CPI) based on data from the Bureau of Labor Statistics. The month preceding the Effective Date by two months could be set as a base index ("Base Index") and the month preceding each Anniversary Date by two months could be set as the current index ("Current Index"). In no case would the adjusted fees be less than the Base Fees. If the Current Index has increased over the Base Index, the adjusted Base Fees shall be determined by multiplying the Base Fees by a fraction, the numerator of which is the Current Index and the denominator of which is the Base Index.

In addition, in the event the City decides to terminate the Contract prior to the exhaustion of the initial term and all potential extensions, other than for reasons based on termination for cause events, the Company proposes that a fee of \$500,000 be paid to AutoReturn by the City.

The above terms, taken in conjunction with the proposal below, are provided to:

1. Protect the Company in reasonable ways based on the anticipated risks and financial commitments necessary to properly provide the service levels desired by the City for this Contract; and
2. Provide a way for the City of Chicago to participate in any future upside.

More Money for the City of Chicago

The Company proposes a way to return funds to the City and provide the City with upside and a way to maximize the budgetary impact of these services to the City of Chicago. Through experience, AutoReturn knows how to run a municipal towing operation in the most efficient way possible. AutoReturn's significant infrastructure investment means AutoReturn does not have to "re-invent the wheel" for this Contract. This efficiency means lower costs and more money for the City. The major variables other than costs affecting the successful bidder's finances are the following:

1. Towing volume
2. Towing rates
3. The price received for selling unclaimed vehicles

These variables are somewhat out of the control of the contractor. When these numbers go up, the towing contractor benefits most – not the City. As a good municipal partner, AutoReturn believes that sharing economic upside is the right thing to do.

The AutoReturn Revenue Share Model

The model is simple and can be discussed as four steps:

- Step one: AutoReturn earns operating profit ("Proceeds") equal to 7.5% of revenues
- Step two: The City receives 50% of all Proceeds until AutoReturn has earned cumulative operating profits equal to 15% of revenues
- Step three: The City receives 67% of all additional Proceeds until AutoReturn has earned cumulative operating profits equal to 25% of revenue
- Step four: The City receives 100% of all additional Proceeds

\$1.6 million

Amounts Returned to the City: \$1.6 million Annually – The Company will be receiving payments for towing and administrative charges ("Payments") from the City. The revenue share model has been created to provide a significant return of Payments in scenarios where the results meet the expectations from the RFP and return even greater amounts if the City's estimated activities are exceeded. The return of Payment amounts of \$1.6 million is a scenario based on the tow volume estimate provided in the RFP of approximately 93,000 per year and an average revenue per tow estimate of approximately \$200 per vehicle (amount is net of fees paid to the City for unclaimed vehicles). The Company believes the \$200 average revenue assumption is conservative based on the current disposal market and the towing and administrative rates proposed by the Company. The Company is flexible in determining how best to return these funds to the City, either through offsets to the payments for towing and administrative charges or some other preferred mechanism.

The chart provided below provides estimated amounts to be paid to the city based on varying tow volumes and average revenue per tow data.



AutoReturn

Chicago Financial Benefits											
		Annual Tow Volume									
Revenue per Vehicle	85,000	93,250	95,000	100,000	105,000	110,000	115,000	120,000	125,000		
\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
150	-	-	-	-	-	-	-	-	-	72,885	154,259
155	-	-	-	-	-	-	-	-	-	335,385	427,696
160	-	-	-	-	-	-	-	-	-	597,885	701,134
165	-	-	-	-	-	-	-	-	-	860,385	974,571
170	98,767	148,767	207,243	320,952	452,263	566,449	693,858	860,385	1,122,885	1,248,009	1,521,446
175	284,705	556,736	622,868	758,452	911,638	1,047,699	1,196,983	1,385,385	1,657,188	1,830,687	2,179,645
180	470,642	760,721	830,680	977,202	1,141,325	1,288,324	1,448,546	1,657,188	1,992,189	2,327,189	2,728,604
185	656,580	964,705	1,038,493	1,195,952	1,371,013	1,529,858	1,734,945	1,992,189	2,327,189	2,728,604	3,226,522
190	842,517	1,168,689	1,246,305	1,414,702	1,635,527	1,836,942	2,055,987	2,327,189	2,728,604	3,226,522	3,877,563
195	1,028,455	1,375,647	1,475,709	1,690,445	1,928,652	2,144,025	2,377,029	2,662,189	3,097,190	3,575,480	4,273,398
200	1,214,392	1,635,971	1,740,917	1,969,612	2,221,777	2,451,109	2,698,071	3,097,190	3,575,480	4,273,398	5,002,191
205	1,431,492	1,896,294	2,006,126	2,248,779	2,514,903	2,758,193	3,019,113	3,332,190	3,877,563	4,571,315	5,342,193
210	1,668,784	2,156,617	2,271,335	2,527,946	2,808,028	3,065,277	3,340,155	3,667,191	4,273,398	5,002,191	5,832,239
215	1,906,076	2,416,941	2,536,543	2,807,113	3,101,153	3,372,360	3,661,197	4,002,191	4,622,357	5,342,193	6,181,191
220	2,143,368	2,677,264	2,801,752	3,086,280	3,394,279	3,679,444	3,982,239	4,337,191	4,971,315	5,669,233	6,518,191
225	2,380,660	2,937,587	3,066,961	3,365,447	3,687,404	3,986,528	4,303,281	4,672,192	5,342,193	6,181,191	7,002,191
230	2,617,952	3,197,911	3,332,170	3,644,615	3,980,530	4,293,611	4,624,323	5,007,192	5,669,233	6,457,191	7,342,191
235	2,855,244	3,458,234	3,597,378	3,923,782	4,273,655	4,600,695	4,945,365	5,342,193	6,018,191	6,832,191	7,716,109
240	3,092,536	3,718,557	3,862,587	4,202,949	4,566,780	4,907,779	5,266,407	5,677,193	6,457,191	7,342,191	8,226,109
245	3,329,828	3,978,881	4,127,796	4,482,116	4,859,906	5,214,863	5,587,449	6,012,193	6,832,191	7,716,109	8,626,109
250	3,567,120	4,239,204	4,393,005	4,761,283	5,153,031	5,521,946	5,908,491	6,347,194	7,166,109	8,046,109	8,946,109

Assumptions:		Revenue Share Assumptions	
Tow Volume	93,250	1st tier threshold - operating profit as % of revenue	7.5%
Weighted average revenue per vehicle	\$ 200	2nd tier threshold - operating profit as % of revenue	15.0%
		% of GP to city after 1st tier	50%
		% of GP to city after 2nd tier	67%
		Estimated revenue share to City	\$ 1,635,971

AutoReturn

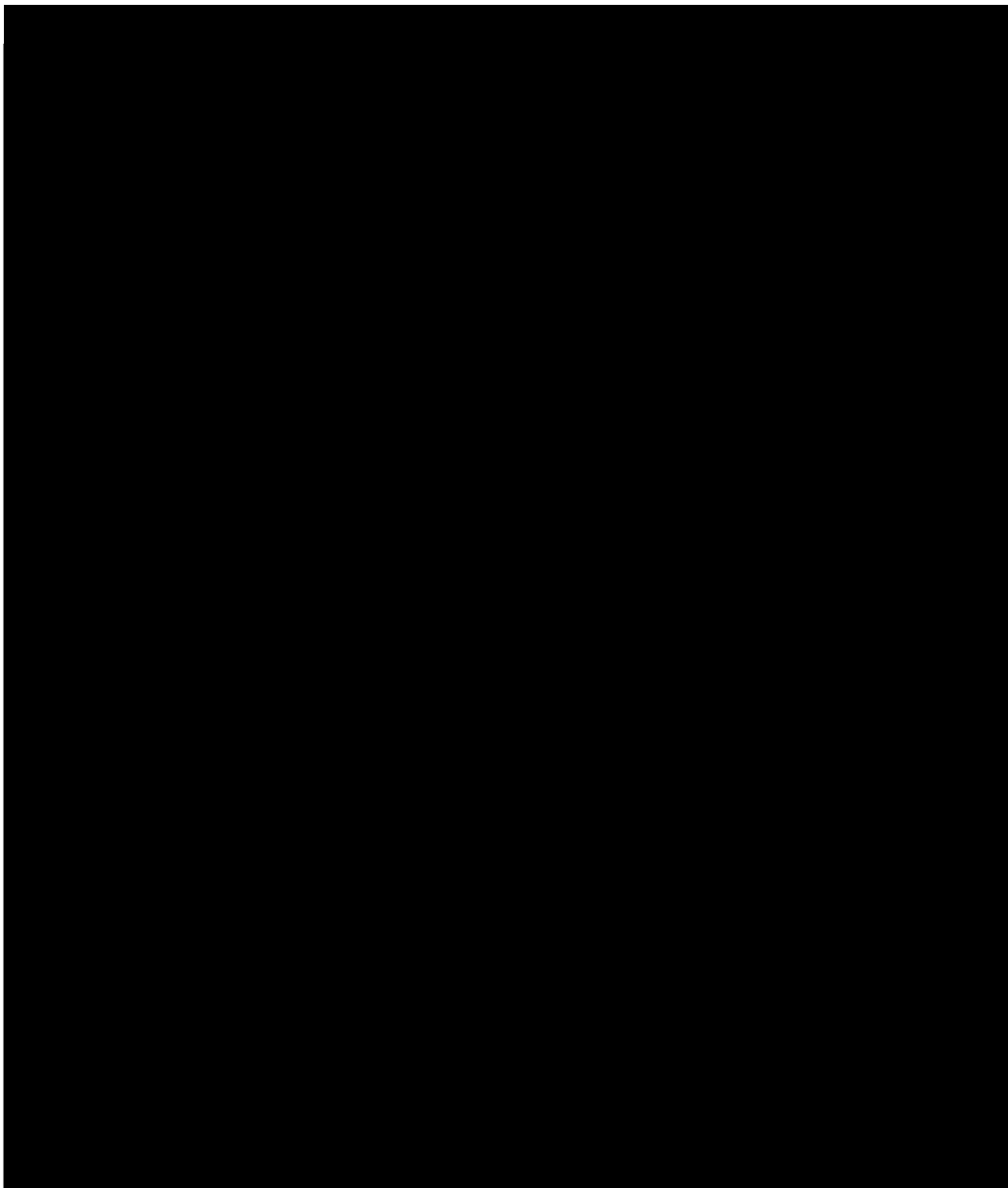
Proprietary and Confidential to AutoReturn

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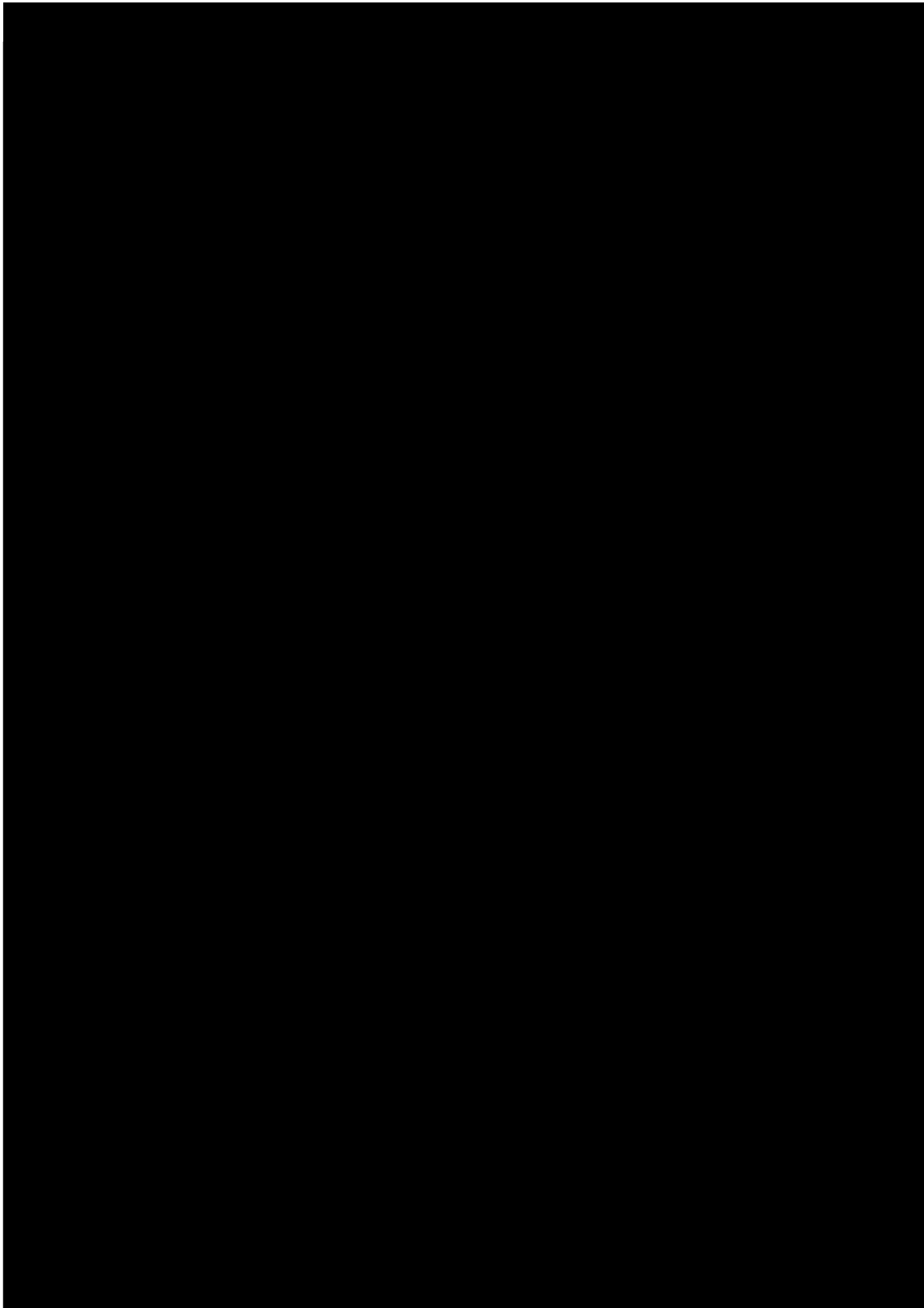
APPENDIX U: FINANCIAL STATEMENTS AND FINANCING LETTERS

This appendix contains the following items related to the financial statements for TEGSCO, LLC ("AutoReturn") and the financial support that is available to AutoReturn:

- Audited Balance Sheets as of December 31, 2008, 2007 and 2006 for AutoReturn
- Audited Statements of Operations for 2008, 2007 and 2006 for AutoReturn
- Audited Statements of Cash Flows for 2008, 2007 and 2006 for AutoReturn
- Performance Bond Letter for AutoReturn
- Financing commitment letter from St Cloud Capital to support AutoReturn
- Financing commitment letter from Bridge Bank to support AutoReturn



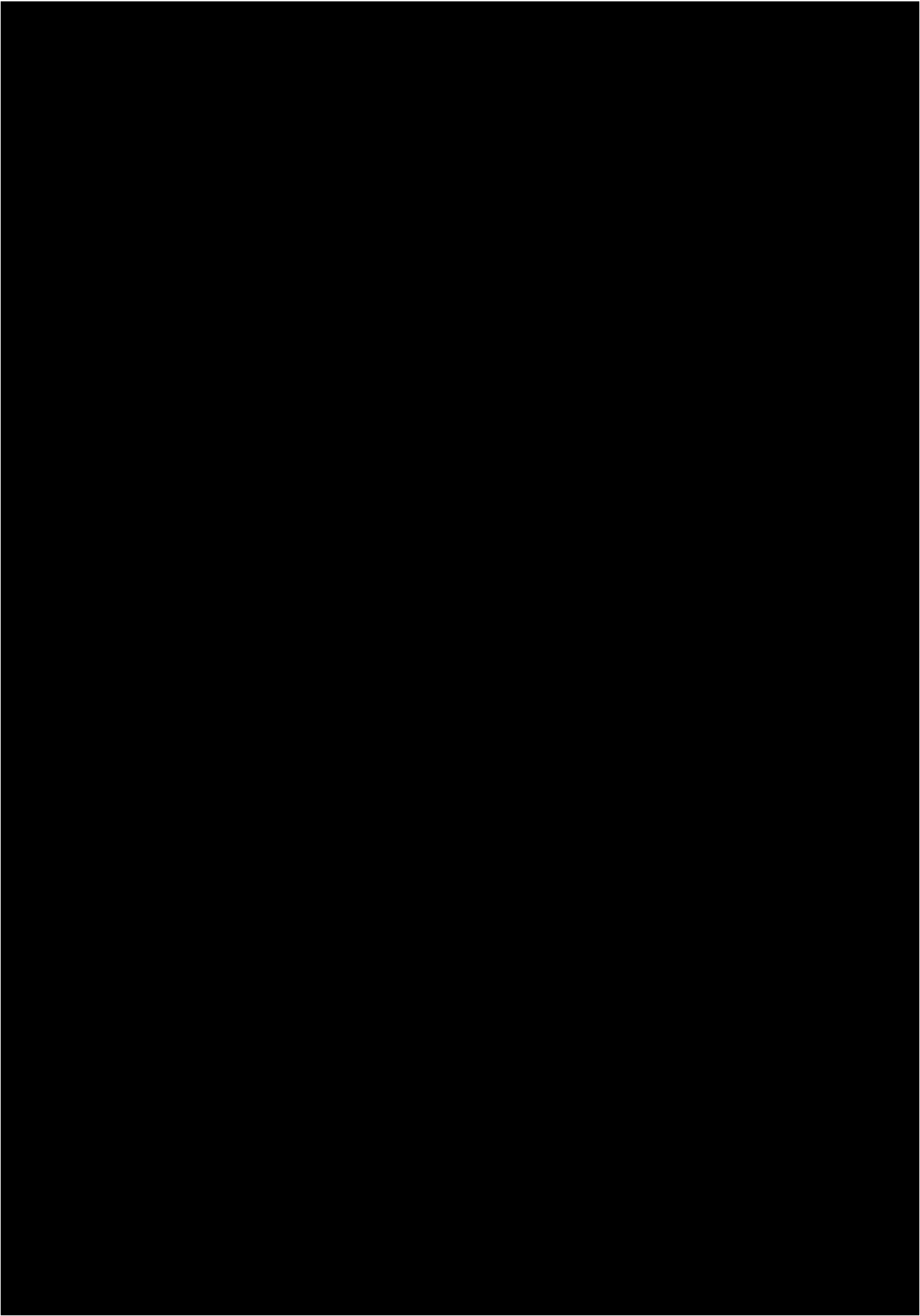


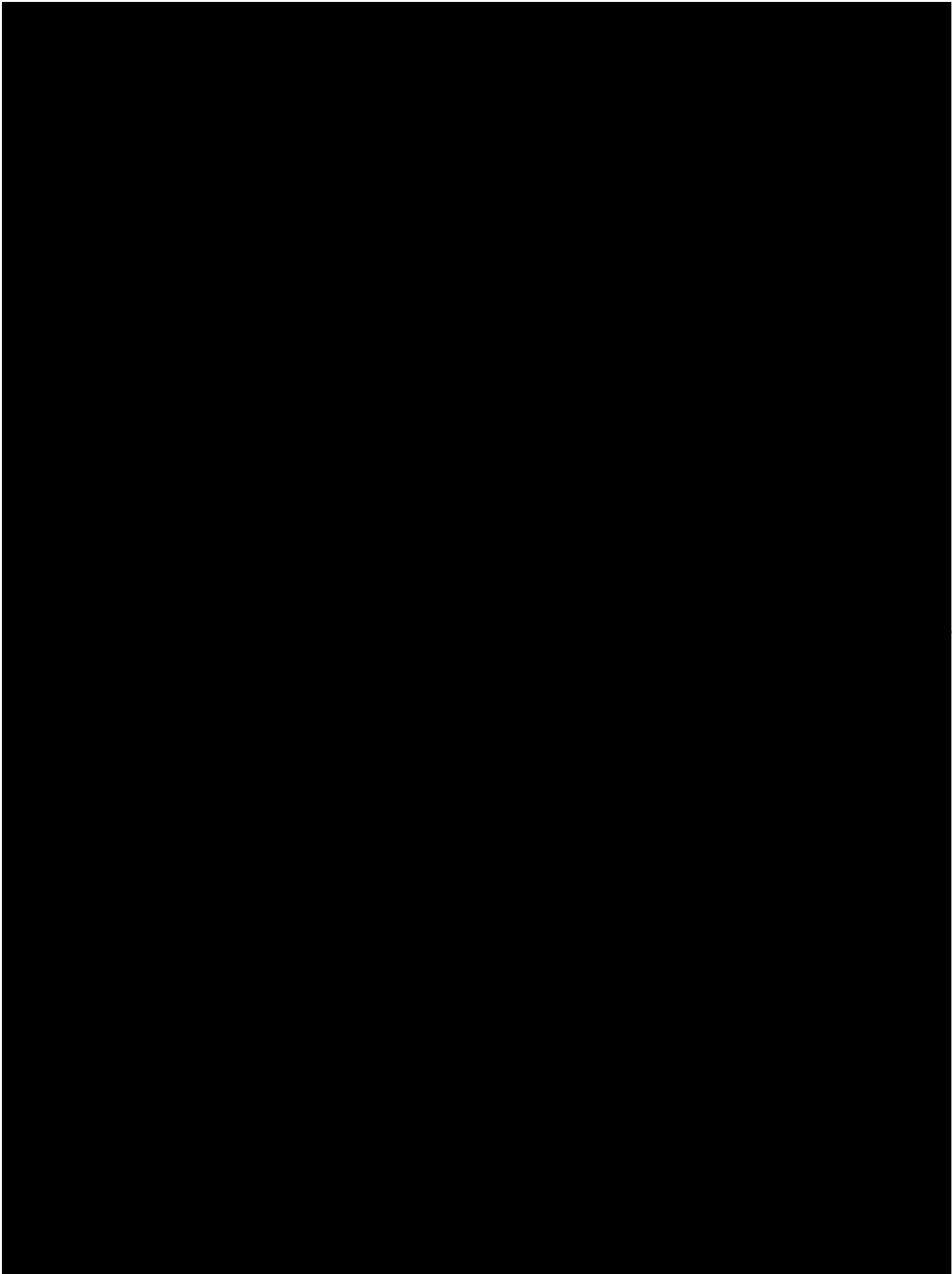


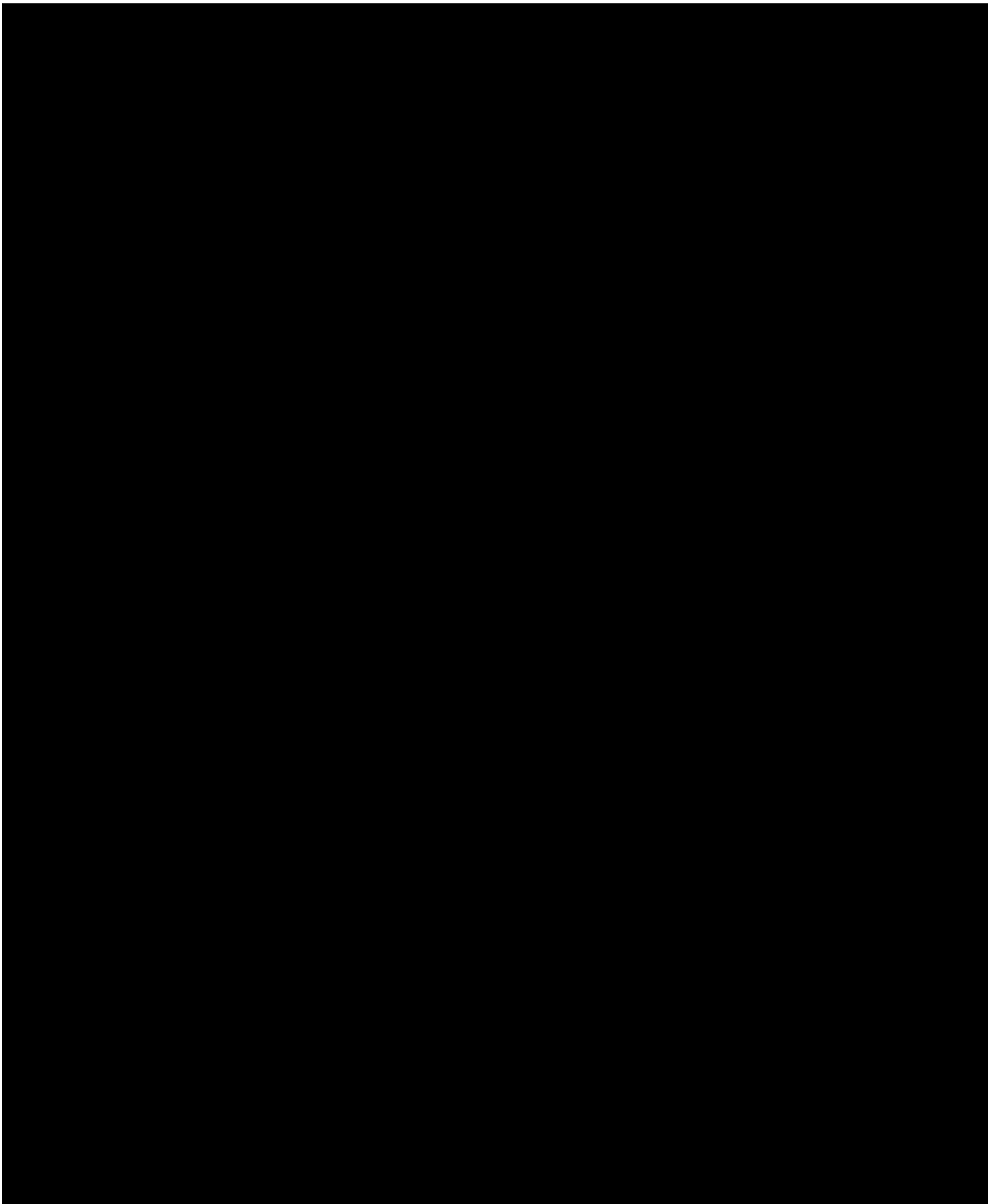
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APPENDIX V: ECONOMIC DISCLOSURE STATEMENT

This appendix provides the signed and notarized Economic Disclosure Statement (“EDS”) for TEGSCO, LLC (“AutoReturn”).

EDS
Section IV Attachment

Name	Business Address	Retain Status	Relationship	Fees
Fletcher, O'Brien, Kasper & Nottage	222 N. LaSalle, #300 Chicago, IL. 60601	Retained	Attorney and consultant	\$20,000
Bill Griffin, Law Office of William Griffin, P.C.	20 S. Clark St., #2900 Chicago, IL 60603	Retained	Attorney and consultant	\$10,000
Pick-n-Pull Auto Dismantlers Chicago, Inc. (vehicle recycling)	7800 W. 61 st Place Summit, IL 60501	Anticipate to retain	Subcontractor	Per vehicle amounts
We're Cleaning, Inc. d/b/a Gold Star Security	2628 S. Wabash Ave 2nd Floor Chicago, IL 60605	Anticipate to retain	Subcontractor (MBE)	Hourly rates for security services
Petromex (fuels, petroleum products)	14702 S. Hamlin Midlothian, IL 60445	Anticipate to retain	Subcontractor (MBE)	Per gallon fees
Higinio Towing and Transportation	3246 S. 50 th Ave. Cicero, IL 60804	Anticipate to retain	Subcontractor (MBE)	Per tow fees
XL Towing and Storage Inc.	3656 W. Columbus Ave. Chicago, IL 60652	Anticipate to retain	Subcontractor (WBE)	Per tow fees
Langs Towing, Inc.	6727 S. State St. Chicago, IL 60637	Anticipate to retain	Subcontractor	Per tow fees
D&D Towing & Recovery Service, Inc.	1111 Linden Ave. Bellwood, IL 60104	Anticipate to retain	Subcontractor	Per tow fees
Rokaitis Industries, Inc. (Towing)	4546 S. Archer Ave. Chicago, IL 60632	Anticipate to retain	Subcontractor	Per tow fees
Chromy's (Towing)	2021 W. Ferdinand St. Chicago, IL 60612	Anticipate to retain	Subcontractor	Per tow fees
Airline Towing	12658 S. Winchester Calumet Park, IL 60827	Anticipate to retain	Subcontractor	Per tow fees
Ambassador Car Carriers (Towing)	16242 S. 107 th St. Orland Park, IL 60462	Anticipate to retain	Subcontractor	Per tow fees
Wells Automotive Service (Towing)	1317 N. Wells St. Chicago, IL 60610	Anticipate to retain	Subcontractor	Per tow fees
S&H Towing	3609 W. Harrison St. Chicago, IL 60624	Anticipate to retain	Subcontractor	Per tow fees
Corky's Global Enterprises (Towing)	10841 S. Green St. Chicago, IL 60643	Anticipate to retain	Subcontractor	Per tow fees
Mikes Towing	3514 S. Archer Ave. Chicago, IL 60609	Anticipate to retain	Subcontractor	Per tow fees
Patterson's Circle R Towing	10106 S. Michigan Ave. Chicago, IL 60628	Anticipate to retain	Subcontractor	Per tow fees
Hartz Towing & Transport	8450 S. Lafayette Chicago, IL 60620	Anticipate to retain	Subcontractor	Per tow fees

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

TEGSCO, LLC

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____

OR

3. ☐ a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party: 600 South Second Street, Suite 103

Springfield, Illinois 62704

C. Telephone: 415-575-2356 Fax: 415-575-2376 Email: rkrouse@autoreturn.com

D. Name of contact person: Raymond E. Krouse

E. Federal Employer Identification No. (if you have one): 01-0688299

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

AUTO POUND MANAGEMENT, BOOT RELEASE AND TOW, AND RELATED TOWING SERVICES

G. Which City agency or department is requesting this EDS? Department of Procurement Services

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # 71969 and Contract # N/A

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|--|
| <input type="checkbox"/> Person | <input checked="" type="checkbox"/> Limited liability company* |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership* |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture* |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership* | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership* | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |

* Note B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:
California

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☒ Yes ☐ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
John Wicker	President, CEO, Chairman, Managing Member
Raymond Krouse	Secretary and CFO
George Hoyem	Member of the Board of Directors
Robert Reddy	Member of the Board of Directors
Kacy Rozelle	Member of the Board of Directors
Gene Washington	Member of the Board of Directors

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
John Wicker	President and CEO, Chairman of Board, Managing Member

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
John Wicker /	945 Bryant St, Suite 350, San Francisco, CA 94103	/ 43.6%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes ☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
See Attached Page.			

(Add sheets if necessary)

☐ Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes ☒ No ☐ No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
 - d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).
3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
 4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.
 5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section

2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
------	------------------	--------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

 X 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

 2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☐ Yes

☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes

☐ No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes

☐ No

If you checked "No" to question 1. or 2. above, please provide an explanation:

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

TEGSCO, LLC

Date: March 30, 2009

(Print or type name of Disclosing Party)

By:

John Wicker

(sign here)

John Wicker

(Print or type name of person signing)

CEO and President

(Print or type title of person signing)

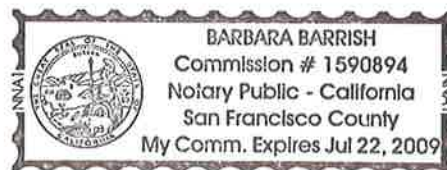
Signed and sworn to before me on (date) 3/30/09, by Barbara Barrish, at San Francisco

Calif.

San Francisco County, California (state).

Barbara Barrish Notary Public.

Commission expires: July 22, 2009



11/01/05 Version